

◆ Warranty ◆

Chesapeake Flooring warrants the original purchaser of its Hardwood Flooring in North America to the following warranties:

25 YEAR FINISH and WEAR WARRANTY

Manufacturer warrants to the original purchaser that its finish surface layer will not wear through, peel off or delaminate for a period of Twenty-Five (25) years from the date of purchase under normal and ordinary residential use.

FULL LIFETIME STRUCTURAL INTEGRITY WARRANTY

Manufacturer warrants its products in their original manufactured condition to be free from manufacturing and workmanship defects including milling, and grading. (within the industry standard tolerance of 5%).

These warranties, which begin from the date of purchase, apply only to the products used in indoor dry residential applications and are valid only in North America. These warranties apply only to the original purchaser and the original residential location where the product is installed and are not transferable.

Hardwood Flooring being a natural product will continue to expand and contract during seasonal and temperature changes. Product when properly installed may experience slight separation between boards. Minor separation or seasonal cracks that may occur, are not covered by this warranty.

Product thought to be defective by the person doing the installation should be returned to the dealer for inspection and possible replacement **PRIOR TO INSTALLATION**. Installation implies acceptance. No warranty will be offered for appearance related claims such as grade or color once the products are installed.

IF THE FLOORING SHOULD FAIL TO MEET THE TERMS OF THE WARRANTY, THE MANUFACTURER AT ITS OPTION WILL EITHER:

- Supply replacement product or parts to repair the defective product at the manufacturer's option
- Refund the full purchase price of the defective products.

CONDITIONS

Manufacturer will honor claims under this warranty only if all the following conditions are satisfied:

- At all times between purchase and installation the flooring must be properly stored according to installation instruction.
- Interior Residential Construction Only
- The flooring must be installed according to the recommended installation instructions and material and relative humidity in the area of use must be within a normal range of 30%-55%.
- This limited warranty applies only where the affected area of the flooring is visible and covers an area greater than 10% of the room.
- A description of the problem and/or a photograph/sample that clearly shows the warranty problem must be presented to Chesapeake Flooring.
- The covered person must provide valid proof of purchase in the form of a sales receipt or invoice. This must show the date of purchase, original purchase price, and that he/she is the original purchaser.

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- Chesapeake Flooring must receive written notice within 30 days after discovering of any claimed defect or failure covered under this warranty. Chesapeake Flooring must receive written notice within 30 days after discover of any claimed defect or failure covered under warranty, but within the time period applicable to the limited warranty. Under this warranty, but within the time period applicable to the limited warranty.
- Chesapeake Flooring reserves the right to have a Chesapeake Flooring designated representative or firm to inspect and take samples of the hardwood for analysis.
- Chesapeake Flooring must be given 60 days following notice to inspect the product to confirm any failure.
- Inspections of the hardwood floors must be performed in accordance with industry standards from a standing position with normal lighting and no glare.

WARRANTY EXCLUSIONS

This limited warranty shall not apply to damage to the hardwood floor or to the finish arising from and specifically excluding any of the following:

- Natural wood characteristics such as mineral streaks, small knots, grain variations etc, are normal and natural characteristics and shall not be construed as defects. No two pieces of wood are the same and color or other variations will occur. Manufacturer does not guarantee against natural variations, or the normal difference between color samples or photographs and colors of installed floors.
- Squeaking and cracking of the hardwood by any cause other than mis-manufacturing is not considered a defect.
- Expansion and contraction of the hardwood due to seasonal changes in climate shall not be considered defects.
- Natural color changes due to full or partial exposure to sunlight and weather are not considered defects. Species like Kempas, Brazilian Cherry, Maple, American Cherry, American Walnut, Hickory, and Oak may darken due to light exposure and oxidation over time. This is a natural occurrence and is not covered by this warranty.
- Indentations, scratches or damage caused by negligence, water moisture and saturation, insects, animals, and high heels or spiked shoes, or failure to use pads under rolling chairs or other furniture are not covered under this warranty.
- Failure to follow the manufacturer's written installation instructions including protecting the floor from subfloor moisture is not covered by this warranty.
- Excessive or inadequate humidity in the area can damage the floor and is not covered by this warranty. Normal humidity range of 30-55% must be maintained.
- Stains as a result of chemical or industrial products or standing liquid for a prolonged time void the warranty.
- This warranty does not cover removal or replacement of cabinets, appliances, furniture of other fixtures.
- Insufficient or improper protection, care and maintenance, or failure to use manufacturer approved installation and maintenance products void the warranty.
- Misuse or abuse void the warranty.
- Improper alterations of original manufactured product, alterations or repairs to the manufacturer's original product will void the warranty. This includes sanding, top coating, recoating or attempted refinishing of factory applied finish.
- Gloss reduction is not considered surface wear.

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- Freight cost or expenses or labor.
- Failure due to structural changes in the subfloor, settling of the building or uneven subfloor that has not been adequately leveled.
- Accidents, abuse, or misuse. Warranty will be made void if man-made or natural disasters including leaking or broken plumbing, fire, flood, earthquake, or standing water occur during or after installation.

WARRANTY DISCLAIMERS

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR APPLICATION OR PURPOSE.

THE MANUFACTURER DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE HARDWOOD FLOORING.

MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL, SPECIAL CONSEQUENTIAL COSTS, EXPENSES OR OTHER SIMILAR DAMAGES INCURRED BY ORIGINAL PURCHASER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES PURCHASER SPECIFIC RIGHTS AND POSSIBLE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.