

WATERPROOF HARDWOOD FLOORING LIMITED WARRANTY

CONGRATULATIONS ON THE PURCHASE OF YOUR NEW HARDWOOD FLOOR!

Proximity Mills® is a leader in hardwood flooring with a family of strong brands serving the residential and commercial markets. With decades of experience in award-winning wood flooring design, innovation, product development, manufacturing and service, we strive to improve the quality of people's lives through great products and a deep commitment to outstanding customer service. Our mission is to create beauty that lasts for generations, and we want your flooring to be a part of that mission.

Throughout this document, references to "we", "us" or "our" mean Proximity Mills and its affiliates and subsidiaries. References to "you" or "your" mean the original retail purchaser of the solid hardwood or engineered-hardwood flooring product. Your solid hardwood or engineered-hardwood waterproof flooring product will be referenced as the "floor", "hardwood flooring", "product", "products" or some combination thereof. The term "Limited Warranty" is singular but encompasses any and all coverages provided for herein.

WHAT IS COVERED AND FOR HOW LONG?

This Limited Warranty covers defects in the product itself caused by us during the manufacturing of the product and based upon the type and use of the product as outlined in the Footnotes of this document. The Limited Warranty described in this document is subject to the product applications and use, limitations, disclaimers and exclusions described herein and is effective for floors purchased on or after January 1, 2021. All warranties run from the date of retail purchase for the applicable period described in this Limited Warranty.

WHO IS COVERED?

Any warranty coverage described in this document is given only to the original retail purchaser of our product. Our warranties are **NOT TRANSFERABLE**.

WHAT IS EXCLUDED FROM THIS LIMITED WARRANTY?

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY; PROPERTY DAMAGE; DAMAGE TO OTHER PROPERTY; ANY DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING; DIMINUTION IN PROPERTY VALUE; COSTS OF RENT OR MOVEMENT OF FURNITURE; THE REMOVAL OR REPLACEMENT OF MOLDINGS, CABINETS AND/OR FIXTURES; RETAIL MARKUPS; INSTALLATION OR LABOR PROVIDED BY OTHERS; OR SUPPLEMENTAL COSTS AND OTHER ADDITIONAL EXPENSES, INCLUDING BUT NOT LIMITED TO, RELOCATION DURING THE REPAIR PROCESS SUCH AS HOTEL, MEALS, OR MOVING AND STORAGE OF FURNITURE, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF SUCH DAMAGES. THIS LIMITED WARRANTY CONSTITUTES THE ONLY EXPRESS WARRANTIES FOR THE PRODUCT PURCHASED.

ALL NON- CONSUMER PRODUCT(S), ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND FOR. IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY AND TO THE EXTENT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Unless otherwise precluded by law, this Limited Warranty shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any of its conflicts of laws provisions.

None of our installers, retailers, distributors or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties.

WHAT DOES "WATERPROOF" MEAN?

For purposes of this Limited Warranty, we warrant that the waterproof flooring, if exposed to topical water for no more than 36 hours, will not leak through the joints and edges of the product and the product will not swell, buckle, cup, crack or lose integrity.

In the case of standing water or flooding, waterproof hardwood flooring will not act as a waterproofing barrier for and will not protect the subfloor and/or any surrounding structure. *Moisture can penetrate subflooring from the bottom up, by going through the expansion joint(s)/perimeter of the floor, and/or by going through the walls; this Limited Warranty does not cover such infiltration.* See the "What is Not Covered By This Limited Warranty" section below for further explanation of what is excluded from the term "waterproof" and this Limited Warranty.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

You should care for your flooring which can be found at www.proximitymillsflooring.com or you can request a hard copy by calling (888) 348-3500 . The Limited Warranty provided by us does not cover the conditions described below, including those which are caused by improper installation, use or maintenance:

1. Reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by pets, spikes or high heeled shoes.
2. Damage caused by (i) negligence, accidents, and/or accidental or intentional misuse or abuse (i.e., dragging object across the floor without proper protection), and/or (ii) caster wheels or vacuum cleaner beater bars.
3. Failure to support furniture with floor protectors that are at least one inch in diameter, made of non-staining felt or non-pigmented hard plastic, rest flat on the floor and are replaced regularly.
4. Wear caused by pebbles, sand or other abrasives; construction traffic; or failure to maintain the floor as required.
5. Splits, cracks, grain raising, checking, edge fracturing, splintering, chipping, buckling, end lifting, swelling, shrinking, cupping and bowing that occurs during or after the floor has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to improper environmental conditions (i.e., low or high humidity). Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity are also not covered by this Limited Warranty. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 30%-50%.
6. Damage caused by fire, flooding, and other natural disasters and Acts of God.

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7. A product deformity that is not measurable or that is visible only under certain light or from a certain angle is not considered a defect and therefore, is not covered by this Limited Warranty. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
8. Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of installed floors, and color variations from board to board. Hardwood is a natural product with inherent character and variation.
9. Variations in color, such as:
 - a. Color, shade, or texture variations between samples, printed color photography or replacement flooring and the actual material. Although we make every attempt to accurately reflect the potential variation in our samples, hardwood's natural character and variation make it impossible to fully reflect all possibilities you can see in a finished installation.
 - b. Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g., cabinets, stair railings, trim, etc.).
 - c. Changes in color due to aging, excessive moisture, exposure to sunlight or Ultra-Violet rays (which may cause oxidation of finish/stain). Certain species including, but not limited to, American Cherry, Walnut, Brazilian Cherry, Acacia, Tigerwood, Santos Mahogany and African Mahogany are especially susceptible to color change. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.
10. Floors that are installed in other than owner-occupied or tenant-occupied residences.
11. Commercial installations of residential products not specified as appropriate for light commercial.
12. Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
13. Moisture or damage to the subfloor or surrounding structure(s), walls, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the structural integrity or dimensional stability of the floor.*
14. Floors damaged by subfloor moisture or water damage resulting from not cleaning-up liquids as referenced above in *What Does Waterproof Mean?*, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping spills or weather conditions (this product is not intended and is not warranted for outdoor use or exposure). Mold and mildew growth or damage resulting therefrom is also not covered.*
15. Construction- or installation-related damage.
16. Noises including, but not limited to, squeaks, popping and the like. Some level of noise is inherent in all hardwood floors. Excessive noise, such as squeaking and popping is usually caused by environmental factors or installation issues not attributable to the product itself.
17. Installation defects, including installations made (i) in violation of applicable state or local housing or building codes, or (ii) contrary to written instructions. NOTE: YOU AND YOUR INSTALLER ARE RESPONSIBLE FOR INSPECTING THE FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED.
18. Products designated as "thrifty," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "close-out," "off- goods" or "non-standard." Such products are sold "AS IS."

WHAT ARE YOU RESPONSIBLE FOR UNDER OUR WARRANTY?

To be covered under this Limited Warranty (except under the Pre-Installation Defects Warranty found in the Footnotes) you need to retain your sales slip and make sure the flooring is properly installed, used and maintained in accordance with our installation instructions.

You must also properly care for your new floor using the guide found at www.proximitymillsflooring.com (or call (888) 348-3500 to request a hard copy). We recommend you use only our specially formulated floor care products to preserve your flooring. Use of floor care or sundry products (i.e. adhesives) other than those we have specially formulated and recommend for use with our flooring products may damage your floor and may void this warranty.

HUMIDITY'S IMPACT ON YOUR FLOOR

To protect your investment and ensure your floor provides lasting satisfaction, the following precautions should be taken to help control humidity levels in and around your floor. For best results, keep the relative humidity in your home between 30% and 50%.

- Heating Season (Dry Conditions) - A humidifier is recommended to prevent excessive shrinkage in hardwood floors, which causes gaps between the boards, due to low humidity levels. Wood stoves and electric heat tend to create very dry conditions.
- Non-Heating Season (Humid and Wet Conditions) - To prevent excessive expansion, cupping and peaking of the floor, which could lead to cracking and checking of the wood finish, maintain proper humidity levels with the use of an air conditioner, dehumidifier or by turning on your heating system periodically during the summer months. Immediately wipe up spills and wet areas to avoid excessive exposure to water. Do not obstruct in any way the expansion joint around the perimeter of your floor.

WHAT WILL WE DO IF A COVERED WARRANTY EVENT ARISES?

If any of the covered events listed in this Limited Warranty occur within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less, based on the following schedule:

- First two (2) years of warranty period: labor reimbursed at 100% of reasonable and customary charges.
- Three (3) to five (5) years of warranty period: labor reimbursed at 50% of reasonable and customary charges.

The above statements provide the exclusive remedies under this Limited Warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

* Moisture can penetrate subflooring from the bottom up, by going through the expansion joint(s)/perimeter of the floor, and/or by going through the walls; this Limited Warranty does not cover such infiltration.



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WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

We want you to be happy with your floor purchase. If you are not, call your retail store first. They can answer your questions and, if necessary, start to process a claim.

We work with distributors all over the country to make our products widely available. We sell our products to distributors, and distributors sell our products to local retailers and contractors.

STEPS TO FILING A CLAIM:

1. Return to your retailer with your original proof of purchase.
 - a. If your floor was installed as part of a new home build, you may use your style selection sheet or your closing documents as your proof of purchase. If your retailer information is not included in these documents, contact your builder.
 - b. If your retailer is out of business, please call (888) 348-3500 so we may assist you in finding a new retailer.
2. The claim will be evaluated.
 - a. Distribution Retailers: Your retailer will need to contact its distributor representative to get the claim filed. The retailer or distributor representative may inspect your flooring or request pictures or uninstalled samples showing the issue.
 - b. Lowes, Home Depot or Direct: Your retailer will need to call us directly to file the claim. At that time, your sales associate may request pictures or uninstalled samples. An inspection of the flooring in your home may be required.
3. A claim determination is made.
 - a. Distribution Retailers: We will send the evaluation of the claim to your retailer's distributor, who will then share the results with your retailer. Your retailer should call you within 48 hours of receiving the determination to inform you of the decision.
 - i. If your claim is approved, please work with your retailer to order new material and schedule the reinstallation, if applicable.
 - ii. If your claim is not approved, you will receive a letter explaining why. You will also receive an inspection report if your home was inspected by a Technical Services Manager or a third-party inspector.
 - b. Lowes, Home Depot or Direct: The claim determination and any relevant inspection reports will be sent directly to your store. They should contact you within 48 hours to inform you of the decision.
4. Appealing your Claim Determination:
 - a. If you do not agree with your claim determination, please contact our Customer Advocates by calling (888) 348-3500 and selecting the option for Warranty, or by emailing your concerns to info@proximitymills.com. We will go over any evaluation methods we have used in regards to your claim and determine if there is any additional evaluation needed.

If you have further questions, please contact us at:

Proximity Mills

500 Mamaroneck Avenue, Suite 320
Harrison, NY 10528
(888) 348-3500

PLEASE KEEP YOUR SALES RECEIPT. INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND PROOF OF PURCHASE MUST BE PROVIDED.

IMPORTANT NOTE: While the majority of claims are resolved with the help of your retailer within 30 days from the day you contact them, some claims may require additional attention. In the unlikely event your claim is not resolved within 30 days, please contact the Customer Service Center indicated above no later than 60 days from the date you first discovered the problem with your floor. It is your responsibility to file a timely claim to protect your rights under this Limited Warranty.