

LIMITED RESIDENTIAL WARRANTY OF THE VENDOR

1. Service Performed by the Vendor. Depending upon specifications agreed upon for each individual job by the Vendor and the customer, the Vendor applies either an abrasion resistant coating or a non-abrasion resistant coating to wood or another type of flooring which is manufactured and sold by Vendor's customer. Vendor provides a service to its customer (the manufacturer of the flooring) and does not sell a product. The success of the coating is dependent upon the coating being applied in accordance with specifications agreed upon for each individual job by the Vendor and the customer.
2. Limited Warranty. With respect to an abrasion resistant coating applied by the Vendor, the vendor warrants to its customer that for a period which is the lesser of twenty-five (25) years from the date of application by the Vendor or so long as the original purchaser of the flooring owns the home in which the flooring is installed, the coating will not separate from the wood or other medium to which the coating is applied and that the coating will not wear through to the wood or other medium to which the coating is applied. With respect to both an abrasion resistant coating and a non-abrasion resistant coating, the Vendor warrants to its customer that the Vendor will apply the coating to the wood or other medium supplied by the customer in accordance with the specification sheet agreed upon by the Vendor and the customer for the job in question. Upon the breach of any limited warranty contained herein, the Vendor agrees to repair or refinish the product in question. CUSTOMER'S RIGHT TO HAVE THE COATING REPAIRED OR REPLACED IS THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER UPON BREACH OF THIS LIMITED WARRANTY. ANY MODIFICATION OF OR TAMPERING WITH THE COATING BY THE CUSTOMER OR BY ANY PARTY PURCHASING THE PRODUCT FROM THE CUSTOMER SHALL VOID THIS LIMITED WARRANTY.

Wood is obviously a product of nature and naturally occurring variations and characteristics such as grain, color, mineral streaks and knots are not breaches of the vendor's limited warranty. Flooring is susceptible to normal color change due to interior lights or the sun's ultraviolet rays. Color change from sunlight or internal light sources is not covered under Vendor's limited warranty. Scratches, gouges, indentations, misuse, damage caused by lack of proper care, insufficient protection under furniture, other abrasives, spiked heel shoes, pets, insects, and damage due to water or moisture are also not covered under Vendor's limited warranty or by Villohome.

3. Negation of Implied Warranties. EXCEPT AS PROVIDED IN SECTION 2 ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR CORRECT INSTALLATION.
4. Installation. The Vendor makes no warranties regarding installation of any flooring product to which it has applied coating. It is the responsibility of the installer or homeowner to inspect boards prior to installation. Flooring pieces that are obviously damaged or otherwise unsuitable should not be installed. Industry standards allow for up

to five percent (5%) for defective boards which must be cut but cannot be used for the job or installation.

5. Limitation of Damages. IN NO EVENT SHALL THE VENDOR BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PERFORMANCE OF SERVICES BY THE VENDOR OR THE BREACH HEREOF, EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE PRODUCT INVOLVED OR THE COATING APPLIED TO THE PRODUCT.