

ANTHEM WARRANTY AND MAINTENANCE:

Manufacturer warrants, to the original purchaser (cannot be assigned or transferred), that its first quality products, in their original manufactured condition, will be free from manufacturing defects in milling, dimension, and grade for the lifetime of the floor. Anthem engineered products are warranted against de-lamination of the plies due to bond line failure. This limited warranty does not cover seasonal expansion and contraction of wood flooring.

Manufacturer does not sell its products over the Internet and has not authorized its products to be sold over the Internet. This warranty does not apply to any product purchased over the Internet. Any and all warranties specifically offered by Manufacturer on any of its products are void as to any product purchased over the Internet. Manufacturer will not honor any claim for any product purchased over the Internet, nor will Manufacturer accept returns of such materials.

Manufacturer's Internet policy does not allow the use of our trademark, links, photography, or representations of our product in association with posted pricing, product on sale, allusion to pricing, or any prompt to call for pricing, or call for freight quote, with intent of selling product online. Dealers who improperly offer Manufacturer's products for sale online may be subject to the loss of access to products and may be noted as an unauthorized dealer. Continued unauthorized use of trademarks and images may be subject to legal action.

Manufacturer warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 25 years, from the original date of purchase, on all prefinished products sold as Anthem when installed under normal residential traffic conditions.

Without limitation, this would exclude warranties for indentation, scratching, damage caused by misuse, negligence, accidents, fire, insects, pets, shoes (particularly high heels), rocks, sand, other abrasives, improper storage/handling, maintenance issues, furniture (chair legs or casters), appliances, mobility-aid devices (such as walkers, canes, scooters, and wheelchairs), and misuse or improper alterations of the original manufactured product. Misrepresentations of products by other parties including retailers, installers, and contractors are excluded. Issues of workmanship by the installer are outside Manufacturer's control and cannot be covered. Failure to follow Manufacturer's Installation Guidelines will void this warranty. The customer agrees to provide proof of compliance with all applicable installation guidelines when a claim is filed. Movement or damage due to moisture changes, deficiencies of the underlying structure, construction methods or materials, plumbing issues, other trades, and weather or natural disasters and acts of God is excluded. Cupping or crowning, changes in width, thickness, and length, checking/splitting, etc. are all moisture related issues. Finish damage from any tape applied to the finished surface of flooring is excluded.

Anthem flooring may be used over in-floor radiant heat systems when installed and maintained in full compliance with current NWFA Guidelines regarding radiant heat applications.

Warranties described herein apply to Anthem flooring only—any molding and trim items that may be purchased to complete your floor are excluded and are not warranted by Somerset Hardwood Flooring.

Acceptability of any flooring irregularities shall be based on the standards for such evaluations established by the National Wood Flooring Association (Technical Publication C-200), which include viewing the floor from a standing position and under ambient lighting conditions. Glare from a direct light source must not be used during evaluation.

Consequential or incidental damages are also excluded, including but not limited to labor, loss of use of flooring or facilities/equipment, loss of profit or revenue, downtime, etc.

DIY Installations of Anthem flooring product (if purchased thru normal retail channels – not online) are eligible for warranty protection, but must comply fully with professional industry standards of practice (NWFA and Manufacturer's guidelines) including moisture testing, documentation, etc.

INSTALLATION OF ANY FLOORING CONSTITUTES ACCEPTANCE OF GRADE, MILLING AND FINISH. "It is the responsibility of the installer and/or the buyer and/or the end-user to ensure that the wood flooring meets their expectations for visual appearance and manufacturing quality prior to installation" (NWFA Installation Guidelines, Page 27). In addition, the Uniform Commercial Code provides that goods with easily ascertainable defects must be immediately rejected by the buyer, or they will be deemed to have been accepted.

Anthem Flooring collection features natural character markings as part of the intended look and style of the flooring. Purchase of this flooring implies that natural character is expected and accepted. It is the responsibility of the installer to CONFIRM PRIOR TO INSTALLATION that the flooring is of satisfactory appearance, including any variations when mixing widths and/or products of different run dates. Once installed, Manufacturer will not honor claims concerning the appearance of the floor. Gloss reduction is not considered a finish failure.

This writing is the complete and exclusive statement of the limited warranty, and is in lieu of all other expressed, implied, and/or statutory warranties. The manufacturer assumes no liability for incidental or consequential damages. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights and you may have other rights as they vary from state to state.

The language in this Limited Warranty shall be construed according to the laws of the state of Texas without regard to its choice of law provisions. Before filing any action, the parties must make a good faith effort to settle their differences. If they are unable to settle their differences, they will submit the dispute for mediation. If they are unable to resolve the dispute by mediation, either party may file an action against the other thirty days after the mediation has failed or the mediator declares an impasse.

If they are unable to resolve the dispute by mediation, any one of the disputants may require the other parties to submit the dispute to arbitration. Such arbitration shall proceed in accordance with the arbitration rules of the American Arbitration Association then pertaining. The costs and fees of the arbitration, including attorneys' fees of the parties, shall be allocated by the arbitrators. The award rendered by the arbitrators shall be final unless proven to be in manifest disregard of law, arbitrary and capricious, or completely irrational and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

In the event of any action or proceeding to declare any disclaimer of any warranty invalid, the prevailing party or parties shall be entitled to recover his, her, or its reasonable attorneys' fees and other costs, in addition to any other relief that may be granted.

In the unlikely event that any portion of your Anthem Floor should fail with respect to the provisions of the limited warranties, Manufacturer, at its sole option, to the original purchaser, will repair, refinish, or replace such portion at no cost to you with the same product or one of equal value. Any replacement flooring provided in resolution of a claim will only be supplied from Manufacturer's current product offering. If Manufacturer is not able to correct the failure after a reasonable number of attempts, Manufacturer will refund, if requested, the purchase price for that portion of the floor that fails.

To file a claim, first contact the retailer where the original purchase was made. Claims must be filed within the warranty coverage period and include documentation verifying date of purchase, specific item purchased, and demonstrate full compliance with all installation and floor care guidelines. Manufacturer reserves the right to have a representative designated by Manufacturer inspect the floor and collect samples for analysis [possibly including

destructive testing]. Any attempt to repair, replace, or refinish prior to Manufacturer having the opportunity to inspect and approve corrective action will void this limited warranty.

FLOOR CARE

Anthem Flooring features the latest in surface finishing technology, with an advanced UV-cured aluminum oxide finish. This combination produces a finish with exceptional wear resistance—so your floor will stay looking beautiful with minimal effort.

Routine Care: Sweep, vacuum, or dust mop your hardwood floor on a regular basis just as you would any floor covering. Use only vacuum cleaners and/or settings suitable for hardwood flooring. "Beater bars" that agitate carpet fiber can damage hardwood flooring.

Removing loose particulate matter is the best preventative maintenance for a hardwood floor. The single biggest mistake in hardwood flooring maintenance is letting the applicator (mop head) become too dirty, beyond which dirt is merely spread around. Clean up spills first with an absorbent towel, paper towel, etc. as soon as they are discovered. Then clean as necessary with Bona Hardwood Floor Cleaner, which is specially formulated for UV-cured Aluminum Oxide finishes. This product should also be used for general cleaning, as needed.

We recommend using Bona Hardwood Floor Care Products to maintain the beauty of your floor. These cleaners have been specially formulated for the easy cleaning and care of hardwood flooring. The use of other products not formulated for wood floors may damage your floor and void the warranty (see Limited Warranty for details).

Excess water, vinyl or tile care products, acrylic wax, polish, renovators, rejuvenators, wet household dusting products, paste wax, oil soaps, furniture polish, vinegar solutions, and steam mops should not be used on the flooring. These may all damage your hardwood floor and void your limited warranty.

Warranty Service

To obtain service under this warranty contact your dealer.

You may also contact:

Swift-Train Company, 10850 Train Court, Houston, Texas 77041, U.S.A. Telephone: 800-929-1222 • Email: resolutions@swift-train.com • www.swift-train.com

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