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DIVINE
FLOORING

HARDWOOD

DIVINE FLOORING RESIDENTIAL WARRANTY PROGRAM

Applicable to all DIVINE Flooring solid and engineered hardwood collections.

INTRODUCTION

DIVINE Flooring offers this present **Residential Warranty Program** on all prefinished DIVINE Hardwood flooring products **purchased after March 1st, 2015** when installed and maintained in accordance with DIVINE Flooring requirements specified in our DIVINE Flooring Installation Instructions and in our DIVINE Flooring Maintenance Instructions.

This warranty covers all the above-mentioned DIVINE Flooring Collections and applies solely to Interior Residential Installation for normal Residential traffic and usage conditions, and with proper care protection, prevention and maintenance.

This warranty applies only to the original purchaser of the floor, and is not transferable.

DIVINE Flooring also offers **Commercial Warranty Programs** for Structural and Finish Wear Warranty on all prefinished DIVINE Hardwood flooring products purchased after March 1st, 2015. These warranty programs are custom designed and personalized for each type of specific application whether a Light Commercial application OR Heavy Commercial application.

** Contact your DIVINE Authorized Dealers for these Commercial Warranty programs.*

OWNER AND INSTALLER RESPONSIBILITIES

Hardwood flooring is a natural material that possesses certain unique characteristics. DIVINE Flooring products are made in accordance with the highest Industry Standards of quality.

Standard trade practice allows for up to a 5% margin of error for natural imperfections, grading variances and manufacturing defects.

The following requirements are the responsibility of the floor's owner and the installer, even if the owner is absent at time of installation:

- Prior to installation, the installer and owner must ensure that the site / work environment and subfloors preparation meet or even exceed minimal specifications listed in the DIVINE Flooring Installation Instructions.
- Prior to installation, the installer and owner should conduct a final inspection of grade, color, manufacturing and finish quality of boards to ensure that the floor conforms to purchased products.
- During installation, the installer should not use nor install boards that raise doubts about grade, color, manufacturing quality or finish quality. DIVINE Flooring, will replace only defective boards, installed or not installed, exceeding the 5% margin of error allowed by the Industry standards.

DIVINE Flooring shall in no case be liable for installer's lack of judgment or poor quality of installation. All installed boards are considered as having been accepted by installer and owner, even if owner is absent at time of installation.

No CLAIMS will be accepted for problems or defects arising from improper Installation. **No CLAIMS** will be accepted for problems or defects arising from improper protection, preventive care and floor maintenance. Using different maintenance products other than those suggested in our DIVINE Flooring Maintenance Instructions will void the warranty!

EXCLUSIONS DUE TO CERTAIN INHERENT PROPERTIES OF WOOD

Wood expands and contracts according to variations in humidity. In geographic areas that experience extreme dry climate and/or high humidity conditions, it is natural, due to the inherent properties of wood, to have floor contraction or expansion. Even if flooring is properly installed, narrow gaps, surface movements and slight wood distortions can occur. Moreover, over time exposure to daylight and extreme sunlight alters the color of all wood surface species.

These natural occurrences are excluded from this warranty.

DIVINE FLOORING RESIDENTIAL WARRANTY / TERMS AND CONDITIONS

DIVINE Flooring guarantees the original purchaser that its prefinished DIVINE Flooring hardwood floors are free of any manufacturing defects, including staining and finishing from exceeding the 5% margin of error allowed by the industry.

DIVINE Flooring guarantees that the product will remain free from defects in milling and dimension when used under recommended environmental conditions.

STRUCTURAL LIFETIME RESIDENTIAL WARRANTY

DIVINE Flooring guarantees the original purchaser a lifetime warranty on the structure of the boards. The structural warranty is valid if recommended environmental conditions are met, including maintaining a relative humidity level between 30% and 70% in the case of its Engineered flooring and between 40% and 70% for its solid hardwood flooring. Subfloor pre-installation evaluation and subfloor preparation must meet the requirements specified in the DIVINE Flooring Installation Instructions.

RESIDENTIAL FINISH WARRANTY

DIVINE Flooring guarantees the original purchaser that the DIVINE Flooring UV-Urethane finishes applied on its DIVINE prefinished hardwood floor will not wear through or separate from the wood for a period of **35 (Thirty-five) years** from the date of purchase, when used **under normal residential traffic conditions**.

Surface wear damages must be easily visible and cover at least 10% (ten percent) of the total flooring surface area.

STRUCTURAL WARRANTY EXCLUSIONS

All damage caused by, but not limited to, the following:

- Installation that fails to meet the requirements specified in the current DIVINE Flooring Installation Instructions document at the time of purchase
- Damage arising from weather conditions (flooding) or water leaks, or similar acts of nature
- Construction and installation damage or defects made in violation of applicable local housing building code
- Interior conditions that differ from recommended environmental conditions, particularly extreme heat, dryness or excessive humidity
- Moisture migration from subfloor – site conditions
- Installation in full bathrooms with shower or tub
- Insect infestation
- Excessive exposure to sunlight or daylight
- Transportation
- Storage
- Damages caused by nailing devices, nails or staples
- Installation of Hickory, Maple and Brazilian Cherry floors (i.e. Jatoba) over Radiant Heat Systems

All minor expansion or contraction of floorboards attributed to the inherent properties of hardwood, are seasonal climate changes. Maintaining normal environmental conditions will correct these natural variations.

FINISH WARRANTY EXCLUSIONS

Gloss variation and color variation are excluded, as these are natural occurrences of the surface wear process.

All damages (e.g. impact marks, indentations, dents, scratches, gouges or abnormal wear) caused by, but not limited to, the following:

- Maintenance that fails to meet the requirements specified in the DIVINE Flooring Maintenance Instructions document
- Use of maintenance care products other than those recommended for DIVINE Flooring
- Negligence / Accidents / Misuse or Abuse
- Spiked or high-heeled shoes
- Water or excessive moisture sources
- Wet mopping
- Pebbles
- Sand or other abrasives
- Pet claws
- Insufficient floor care protection and prevention
- Insufficient protection, particularly in entryway, under appliances, under furniture and casters

Exclusive provision for the Farmhouse Collection, Cosmopolitan Collections, and some similar special surface patterns with dark mineral content, big knots, wire-brushed, hand-scraped, saw marks, grey grain or other wild and strong wood characteristics.

The nature of these flooring collections explain the appearance of certain and wild characteristics visible at time of purchase or developing over time, including, but not limited to, the following:

- Pronounced color variations
- Mineral streaks
- Opened and closed knots
- Holes & worm holes
- Checks & surface checks
- Opened cracks
- Partial or irregular milling of surface and bevel-edges
- Localized variable thickness
- Factory wood filler & subsidence of character traits
- Increase of some character traits, which become more prominent
- Localized deterioration of finish near character traits

These characteristics are considered normal for these products and are excluded from this warranty. No damage attributed to these specific characteristics is covered by the warranty.

Note: *The DIVINE Flooring accessories such as transition accessories, stair nosing, reducers, etc. are not covered by this Finish Warranty, since they are made with different manufacturing processes.*

GENERAL WARRANTY LIMITATIONS AND EXCLUSIONS

Whenever this warranty is applicable, DIVINE Flooring liability is limited to the replacement or repair, at DIVINE Flooring's choice, of the boards presenting a defect covered by the warranty in excess of the 5% margin of error allowed by industry standards.

Whenever this warranty is applicable, DIVINE Flooring's financial responsibility is limited to the cost of replacement boards, up to the total purchase price of the floor (excluding installation), in accordance with the original purchase invoice provided. DIVINE Flooring will not assume any other costs, including labor, installation, accommodation, meals, moving and cleaning.

The warranty applies only to the original purchaser with purchased invoice and is not transferable.

The warranty does not apply to products that have not been paid for in full. And products that were bought "as is" or "as second quality" or "as defective" or "on liquidation" with large priced rebates / discounts.

The warranty does not apply to products purchased via Internet or from an unauthorized DIVINE Flooring dealer.

TO FILE A CLAIM

To file a claim under this warranty program, first contact the DIVINE Flooring Authorized Dealer where the original purchase was made.

A written notice of claim must be filed with DIVINE Flooring within the warranty coverage period, and no later than 6 (six) months after the occurrence of the problems giving rise to the claim.

Date of purchase, identity of the original purchaser, and original invoices proving the purchase of the flooring will be requested.

The floor must have been purchased from a DIVINE Flooring Authorized Dealer and paid for in full. The purchase of DIVINE Flooring from an unauthorized dealer or via the Internet will void the Divine Flooring warranty.

If the Authorized Dealer is unable to reply to the claim, please contact DIVINE Flooring directly by mail or by internet (email) with all supporting information and pictures, at the following address:

DIVINE Flooring

Att: Technical Services Department
235075 Ryan Road, Rocky View, Alberta, Canada, T1X 0K3

Phone: 403-723-4100 Fax: 403-723-2338

Email: technical@divinefloor.com

A technical services agent will assist you with some basic information and will also send you a form to be completed and returned to DIVINE Flooring. DIVINE Flooring reserves the right to have a designated representative inspect the floor and remove samples for analysis. The representative will then report findings within a reasonable amount of time.

It is important that you save all original invoices (i.e. purchase, delivery, installation, etc.), the DIVINE Installation Instructions for the selected DIVINE Flooring product and any information about your DIVINE Flooring authorized dealer, installer and products purchased.

Note: *In the event of a discrepancy between any DIVINE Flooring documents and the present document, the latter shall prevail.*