

Before we get into the warranty, you must understand the limitations of real wood as a flooring material.

Expectations

It is paramount to set the performance expectations for your new wood flooring and the flooring finish up front. In doing so, we believe in being realistic and honest.

Wood is Porous - Avoid Water

Solid wood flooring is hygroscopic. That means it absorbs water the same way as your kitchen sponge:

- 1. It will absorb moisture when exposed to water either in liquid form or vapor form. Water can come from the atmosphere (relative humidity) or from the subfloor (concrete, plywood, etc.)
- 2. When it absorbs water, the wood swells in size and may cup or crown.
- 3. When it dries out, the wood shrinks in size and may also cup.

Each wood shrinks and swells at a lesser or greater rate unique to the species. This is a simple mathematic formula, and most species have been tested and recorded by the US Forest Products Laboratory. For each gain of 1% of moisture content a particular species of wood will gain X% in width. This formula represents merely the physical laws that apply to that individual species of wood, and they are indisputable.

So, the bottom line is, no manufacturer can guarantee or warranty wood flooring to be impervious to water.

The Properties of Finishes

All finishes, no matter how hard or thick will scratch and dent. For example, if you drag a heavy object across the floor, it will scratch the finish and perhaps the wood itself.

All finishes will dent when pressed hard enough. Depending on the hardness of the wood underneath the finish, the wood itself will dent to the degree in direct proportion to the wood's hardness.

All finishes will wear from abrasion. If you allow sand and grit to lie on the floor, foot traffic will wear the finish down. Excessive foot traffic will initially dull the finish in these areas, then eventually wear down to bare wood if not recoated.

Again, no flooring manufacturer warrants their finish to be impervious to wear, much less abuse. **Please see section below on Warranty Voiders.**

However, floor finish wear-ability has increased, and new formulas are coming on the market all the time. Easiklip uses the best quality finishes for added durability. While our finishes are a vast improvement from a few years ago, no finish is impervious.

The Warranty Voiders

Here is a list of standard warranty "Voiders" by most hardwood floor manufacturers and Easiklip:

- 1) Soaking in water from above or below.
- 2) Wet mopping and failure to clean up spills.
- 3) Steam cleaner used in any way.
- 4) Wet subfloor.
- 5) Relative humidity at the site below 40% or above 65%.
- 6) Failure to protect the floors from sand or grit, pets, high heels, chair/furniture w/o protectors, lack of mats at entryways, excessive foot traffic, household chemicals, abrasive cleaners, steam cleaners, excessive sunlight, excessive heat, etc.

Also, one should know most finish warranties don't consider a change in sheen/gloss levels to be a defect – only peeling or complete wear through is.

Conclusion

Easiklip carries a 25-year warranty against surface wear (not surface scratches) for domestic applications and a 3-year warranty against surface wear in the case of Commercial Applications. The reason is that the amount of foot traffic is much higher in a commercial setting.

Manufacturers exclude almost all causes for possible product failure in the fine print. If there is a manufacturing process failure, such as finish adhesion, it will almost always appear within one year, and the warranty covers you.

Reputable flooring manufacturers quickly take advantage of the latest improvements to finishes and engineering as they become available. It's in their best interest to provide the best performance. As a result, similar flooring products are roughly equal in performance, regardless of warranty.

Our approach to warranties is to be realistic about product performance and equally open about our warranty and its limitations. We reserve the fine print for legalese.

Easiklip uses the latest technological advances in finish and engineering and always offer the finest solid hardwood floors on the market.

What Does Easiklip's Limited Warranty Cover?

This Warranty comes into effect from the date of Original Purchase. The Original dated Purchase Invoice will need to be submitted. If purchased online, your Order Confirmation email will suffice as proof of Original Purchase. We recommend printing your proof of Original Purchase and storing it in a safe place. The Warranty can only be invoked if all of the conditions detailed below have been fulfilled. Please consult the distributor if you have any doubts.

- (1) The Warranty only applies to the original purchaser of the floor. The person deemed to be the first owner is the person stated as the buyer on the original purchase invoice. This Warranty is not transferable.
- (2) The Warranty only applies to defects inherent to the material supplied. This is understood to mean any material or production defect acknowledged by the manufacturer, including incorrect machining or pre-finishing.
- (3) The Warranty can only be invoked if the surface area damaged for each board is greater than 1cm². All claims against surface wear must be easily visible and be at least 10% of the entire floor.
- (4) It must be possible to provide proof of strict compliance with the manufacturer's installation and maintenance procedures. These procedures are located in the fitting instructions leaflets contained in the boxes. In the unlikely event of these not being present, copies should be requested from the distributor before installation. Where the purchaser does not fit the floor personally, the installer must receive a copy of the Installation Instructions for completion.

(5) Damage of a mechanical nature, such as scratches (for example, caused by dragging furniture over the floor) or surface damage caused by falling objects are NOT covered by this Warranty. Gloss reduction is not considered surface wear. We recommend using protective felt pads fitted to table and chair legs, and in the case of wheels or castors, these must be housed inside felt backed holders.

This Warranty does not cover claims regarding damage such as scratches, indentations, or discoloration, resulting from lack of proper maintenance, misuse, negligence, spiked-heel shoes, pets, insects, water, moisture, fire, pebbles, sand, or other abrasives, insufficient protection on furniture, wet-mopping, excessive heat or dryness or failure to maintain proper levels of humidity.

- (6) The ingress of sand, grit or other abrasive materials should be prevented. Please install proper matting at the entrance(s).
- (7) We prohibit the use of any adhesive tape on the flooring at any time during installation or thereafter. This includes tapes that are specially made for wood flooring, such as blue or green masking tapes. Use of tape may void this Warranty and no claims will be addressed in regards to defects in the finish as a result of the use of tape.
- (8) The floor may not be installed in damp areas such as bathrooms.
- (9) Moisture left on the floor and/or cleaning that is too wet and/or the use of inappropriate cleaning products must be avoided at all times.
- (10) All Solid Timber Flooring MUST BE INSPECTED before and during Installation. Boards with visible defects must not be installed under any circumstances. We assume that any flooring that has been installed was clear of any visible defects. No credit will be given for boards that have been installed with visible defects or variances. The distributor must be informed within 15 days of delivery of any such defects, and defective material will need to be returned to the distributor for this to be replaced.

- (11) The cost of removing and re-fitting such defective material is not the responsibility of the distributor or the manufacturer. In the case where the floor is fitted by a professional Solid Timber Floor fitter, the removal and re-fitting costs must be sought from them and in the case of the purchaser fitting the floor themselves, any such costs will be borne by the purchaser.
- (12) The distributor or manufacturer can never be held liable for any secondary damage.
- (13) Wear must be notified in writing to the distributor at the latest within 30 days of it being noticed.
- (14) The distributor or manufacturer reserve the right and must be offered adequate opportunity to inspect the complaint on-site and where applicable, to inspect the floor in its installed condition.
- (15) In the case where a complaint is upheld, only Solid Timber Flooring of a like for like basis will be supplied as replacement material via the distributor. There will be no other form of compensation.
- (16) The Warranty is on a sliding scale. When it is applied, account will be taken of a fractional reduction in value caused by wear and tear of 1/25 per year
- (17) The services provided as part of this Warranty do not extend the original Warranty Period

Pre-Installation Warranty

- Easiklip will, at its option, either replace or refund the purchase price of any flooring found to be defective, before installation, more than the 5% of the miss-milled/miss-graded/miss-finished product allowed to be included under Standard Industry Trade Practices.
- Easiklip will, at its option, either replace or refund, upon return to the manufacturer, the purchase price of any uninstalled flooring found to be at a higher moisture content, when

taken from the plastic sealed carton than the 6-9.5% moisture content the manufacturer represents the flooring to be produced.

Note: It is the installer's responsibility to check the moisture content first and deem it acceptable for the site. The installer must also inspect the flooring as it is installed and set aside or cross-cut out defects found before installation. Once the flooring has been installed, the installer has deemed the flooring acceptable, and the manufacturer assumes no further responsibility for defects visible at the time of installation which has been installed.

Post-Installation Warranties

Finish Warranty:

Pre-finished flooring is flooring supplied with a film finish already applied at the Factory. Industry Standards allow up to 5% of the flooring shipped, to contain milling, handling, and grade defects as well as occasional finish defects.

- The Easiklip warrants to the original purchaser, that for a period of 25 years from the date of purchase that the finish shall not peel or blister from the floor under normal Residential, (as opposed to Commercial), use conditions see exceptions below.
- Easiklip warrants that the finish will not wear through to the bare wood for a period of 25 years from the date of purchase under normal Residential, (as opposed to (Commercial), use conditions see exceptions below. Note: changes in Gloss level are not considered a defect.

Rescreening Warranty:

• Easiklip warrants this flooring can be re-screened / refinished by a professional refinisher, (for repair purpose/to change stain color) – see exceptions below.

Structural Warranty:

- Easiklip offers a 25-year structural warranty to the original purchaser. Please be sure to:
 - 1. Follow the latest copy of the Product Installation Instructions (from inside the carton or from the retailer) and do not install this flooring in unsuitable (wet/dry) conditions.
 - 2. Follow the Product Maintenance Instructions as issues will occur if the wrong products are used and the floor is not properly protected.

Installer's Responsibilities:

It is the installer's responsibility to follow correct Easiklip Installation Instructions, which include complete instructions, in much greater detail than outlined below, on the following topics:

- Inspect the flooring upon arrival to ensure:
 - 1. You received the quantity, species, grade and size flooring you ordered.
 - 2. There was not any handling damage or water damage in transit.
- Prepare an installation plan, based on testing, at the flooring site, of both the subfloor
 for acceptable moisture content and the site atmosphere for the proper range of
 relative humidity. The installer must keep a record, which lists the results of all the
 tests taken. Request a copy of NWFA's job site Checklist on which to record these
 results, as the manufacturer will request a copy of the job record in reviewing any
 claims made against this warranty.
- Make sure the flooring received meets the buyer's expectations before installation and they approve such issues as:
 - 1. The color/grain range and the color change to be expected in the species chosen and how the freshly installed floor may vary in look from the aged samples from which their selection was made.
 - 2. Establish that the site and subfloor are suitable for the installation method chosen and advise the buyer. Correct any deficiencies before commencing installation.

Install the flooring properly. This includes:

- Use of the proper moisture barrier or underlayment, mastic, glue, or nails/staples.
- Perform adequate color/grain selecting as you install the floor, to not install "odd colored/grained" pieces in conspicuous places, as the owner may reject them later.
- Protect the flooring and the finish during installation and protect the flooring afterward from construction and move-in foot traffic to minimize scratching, wear, and construction debris.
- Instruct the end user in proper floor & maintenance care as well as the need to maintain appropriate relative humidity levels at the site. We recommend installing a

Data Logger to assure that the environment has been kept according to the warranty requirements.

What is not covered under this Limited Warranty includes but is not limited to:

- Claims made on pieces of flooring installed with visible defects as it is the installer's responsibility to set aside pieces with visible defects and not use them. Flooring, once installed, is considered acceptable by both the installer and buyer.
- Claims made on pieces of flooring installed with excessive color, grain variation, or wood character as it was the installer's responsibility to inspect the flooring before installation and install the floor in a random and harmonious mix.
- Color changes in the wood as it ages or from exposure to sunlight.
- Variation in the color/graining/grade of the installed floor from showroom samples, as the samples most likely will have aged and changed in color, gaining the patina of a partially or fully aged floor. Some grades cannot show all examples of the wood character due to the limited size of the sample board.
- Excessive swelling or shrinkage or another movement, such as cupping in the flooring caused by a change in the moisture content due to extreme dryness or humidity on the site which is outside the recommended 40% -65% relative humidity range to be maintained for the product.
- Finish peel, excessive swelling or cupping in the flooring caused by an increase of moisture content in the wood from moisture sources below the floor such as a wet sub-floor, or from moisture from above from such sources as spills, excessive wet mopping, pets, etc.
- Insects if it occurs after the date on which the product passes out of the manufacturer's control.
- Damage, excessive movement or defects caused by:
 - 1. Improper handling or storage after the product has been delivered and accepted by the buyer.
 - 2. Improper preparation or excessive moisture content of the surface on which this product is installed.
 - 3. Excessive moisture from natural disasters such as flooring, broken pipes, etc., in which case your homeowner insurance company should be contacted.

- 4. Excessive wet mopping, steam cleaning, or failure to clean up spills and standing water.
- 5. Improper installation whereby the Product Installation Instructions are not followed.
- 6. Improper maintenance and failure to follow the Product Maintenance Instructions.

Damage & Wear caused by:

- Commercial Use.
- Abuse/abnormal wear including, pet scratches, indenting from "high heels," dropped or dragged heavy objects, improper maintenance, failure to protect entry & high wear areas with mats, furniture legs, etc. as reviewed in the Product Maintenance Instructions.
- Any subsequent site refinishes compatibility/penalization issues, as this is the site installer/refinisher's responsibility to:
 - 1. Adequately test the finish they propose to use for proper adhesion bond and,
 - 2. To get approved by the end user, the look of the finish they intend to use before actually re-finishing the floor.

Claim Procedures:

In the event of a claim, the claim form must be submitted through the company from which the flooring was purchased. Upon receipt of the written claim, Easiklip will act expeditiously to settle the matter but reserves the right to physically inspect the floor and remove the samples for a lab test. Easiklip shall report its findings back to you within 60 days of receipt of the written claim.

- The manufacturer warrants this flooring, within industry Standards #1, to be:
- Free from defects in materials and workmanship when it leaves our possession.
- Of the correct wood grade.
- Of the finish quality represented in our samples and our technical specifications.
- Between 6%-9.5% moisture content as taken from the box.

#1 Standard industry trade practices allow up to 5% of the flooring shipped to contain milling, handling, finish or grade defects. This warranty applies only to that material more than 5% that is deemed to be defective. (When ordering flooring, it is standard trade practice

to order 7-10% more flooring than actual coverage needed to allow for cross-cutting and fitting waste as well as allowing the installer to set aside any substandard pieces.

Product Warranty – "The Fine Print":

Easiklip neither assumes nor authorizes any other person to assume for it any other obligation in connection with the sale of this product. This writing is the complete and exclusive statement of the warranty and is instead of all other express and statutory warranties.

Any implied warranties, including, but not limited to the implied warranties, merchantability, and fitness for a particular purpose are limited in duration to the duration of this express warranty. Some states do not allow limitations on how an implied warranty lasts, so the above limitation may not apply to you. Easiklip's obligation under this warranty shall be limited to, at its options, providing replacement of shortages, exchange of defective products or refund of purchase price for flooring with visible defects returned to the manufacturer before installation.

For flooring with defective finish issues discovered after installation and not visible before installation, Easiklip, at its option, will either repair or replace the defective flooring or refinish the defective finish. Easiklip assumed 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.

The sole purpose of the remedy provided herein is the replacement/repair of defective products or refund of purchase price. This remedy shall be the buyer's exclusive remedy and shall not be deemed to have failed of its essential purpose so long as Easiklip is willing to replace/repair such defective goods or refund the purchase price.

This warranty does not apply to any product or products designated as seconds, special or nonstandard items. Any product or products so identified are sold "as is."

To obtain performance of these warranty obligations, the person seeking performance should contact Easiklip by letter or telephone:

Easiklip Floors North America Head Office

8280 Manitoba St, Vancouver, BC Canada

Telephone: 1-855-539-5547

Email: <u>customercare@easiklip.ca</u>

ATTENTION: Warranty Department

This limited warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. Interpretations – this sale shall be governed solely by the terms and conditions herein set forth which shall prevail over any conflicting terms and conditions of the buyer, any statement in the buyer's purchase order, notwithstanding. All prior writings, representations or negotiations concerning the subject matter are deemed to be merged herein. The failure of either party to enforce any of the provisions of this agreement shall not be construed as a waiver of such provision or the right of any party after that to enforce every provision. The terms of this agreement may not be extended, discharged, amended or modified, anyway, except by a writing signed by an authorized representative of each party. This agreement shall be construed by the laws of the province of British Columbia.