

EUROPEAN

COMPANY

Wood Warranty

Warranty Provisions & Exclusions

(Note: Warranty does not cover Finished-to-Order or Custom-Finished products)

European Company LLC provides the following warranties for its French and European Oak flooring products to the original purchaser, from the date of purchase:

- **25 years limited warranty** for the finish against wear under normal residential usage provided the recommended maintenance program has been followed.
- **5-year limited warranty** for the finish against wear under commercial conditions provided a recommended maintenance program has been followed.
- **Lifetime limited warranty** against warping, buckling or bond failure under normal use.
- **Warranty** with regard to defects and/or shortcomings that were already present when delivery took place but that was not visible to the naked eye. Under the terms of this Warranty, European Company LLC will repair or replace any defective products during the applicable warranty period. The choice of remedy is in the opinion of European Company LLC. If a replacement product is supplied, the warranty remains based on the original date of purchase.

Exclusions

CUSTOMER RESPONSIBILITIES: - Customers must retain the original sales receipt. - Customers must follow the European Company LLC Installation, Care & Maintenance Instructions applicable to the product installed (hereafter referred to as 'Installation Instructions'). - Customers must follow proper maintenance and floor care procedures, using the proper maintenance and cleaning products as prescribed for the applicable coating type. See the Installation Instructions to identify the correct coating and cleaning/maintenance regimen. If there is any doubt about the coating type, Customer must contact European Company LLC for confirmation before any cleaning or maintenance is performed. - Hardwood flooring is a natural product. Wood expands and contracts according to humidity and moisture conditions. It is very important that engineered wood flooring be thoroughly acclimated to a controlled environment before it is installed and that the environment remains controlled throughout the life of the floor.

INSTALLER RESPONSIBILITIES: - Carefully follow the Installation Instructions. - Verify that the flooring has been properly acclimated prior to installation (Note – some engineered products should not be acclimated prior to installation. Refer to the Installation Instructions specific to the item purchased before opening any cartons of flooring for acclimation, and follow all guidelines carefully).

- Verify that installation and/or site conditions are adequate for the installation in accordance with the Installation Instructions and ensure that humidity and temperature conditions are maintained during acclimation and installation. - Verify that the subfloor is clean, dry, flat, and structurally sound per the requirements listed in the Installation Instructions.

- Check the flooring for proper color, manufacturing defects and/or visible damage. Verify prior to installation that any hardwood flooring that will be installed has been manufactured within acceptable tolerances and is visually satisfactory to the end-user. When in doubt, do not install. If there are any visually dissatisfactory issues with the flooring, immediately contact the retailer to arrange return or replacement. Installation constitutes full and final acceptance of the appearance of the product.

Warranty Exclusions - Things not covered by European Company LLC Warranty:

Wood flooring installed in full bathrooms with a shower or tub

Damage caused by fire, flooding and other natural disasters and/or Acts of

God

Damage caused by negligence, accidents, misuse or abuse

Damage caused by vacuum cleaner beater bar or hard heads

Damage caused by steam mops

Damage caused by appliances, furniture, and casters

Damage caused by cutting from sharp objects, rocks, debris, etc.

Damage to the coating caused by tape or other adhesive products

Reduction in gloss, scratches, or indentation due to sand, pebbles or other abrasives, debris, pets, insects, construction traffic, or failure to maintain the floor as required

Color, shade, or texture variations between samples, printed color photography or replacement flooring and original flooring material

Changes in color due to exposure to air, sunlight and age

Noises (squeaks, etc.) associated with anything other than the mis-manufacture of the flooring

Naturally occurring wood characteristics such as variation in grain, mineral streaks, and knots

Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners, including but not limited to uneven subfloor surfaces, floor deflection, voids in the subfloor, or excessive moisture in the subfloor

Natural expansion and contraction resulting in separation between boards or damage caused by high or low humidity

Cracks or separations between the flooring boards caused by expansion and contraction due to seasonal changes

Cupping or crowning in the flooring boards due to excessive subfloor moisture or low humidity

Products designated as "thrift," "clearance," "tavern," "bargain," "cabin grade," "economy-grade," "blowout," "close-out," "off-goods," "non-standard," and/or products sold "As-Is" or Construction or installation-related damage

Floor damage or adhesive breakdown caused by subfloor moisture or water damage, including without limitation to broken or leaking water pipes, flooding, wet mopping spills or weather conditions

Installation defects including installations made in violation of applicable state or local housing or building codes, or contrary to the Installation Instructions

Colour Disclaimer: There are colour and pattern variations in all wood. This is characteristic of a living tree. All wood will go through natural colour changes from the effects of oxidation and ultraviolet light. Colour treatments such as carbonization, fuming/smoking, and tannin-reactive stains may also be photosensitive and result in colour change over time that differs and may exceed the natural color change that the particular species might otherwise demonstrate. This is not a product defect and is not covered by the warranty.

Radiant Heat: When the Installation Instructions are followed, European Company LLC Engineered Flooring having a top layer made of a species from the list of approved species and of an appropriate plank size as outlined in the 'Radiant Heat Systems' section of the Installation Instructions is fully Warranted over hydronic radiant heat. The warranty will be void if any of the requirements in the 'Radiant Heat Systems' section of the Installation Instructions are not fully met. NOTE: If wood flooring installation is over radiant heat, moderate surface checking, cracking (especially at the ends of boards and around knots), shrinkage, gapping between planks, and slight cupping are all to be expected and do not constitute a product defect.

Warranty Disclaimer: It is the responsibility of the installer to inspect the flooring for proper colour, manufacturing defects and/or visible damage prior to installation. European Company LLC accepts no responsibility for liabilities, claims, or expenses, including labour costs, where flooring with visible defects has been installed. No retailers, distributors or employees have the authority to alter the obligations, limitations, or exclusions under any of the European Company LLC warranties. European Company LLC excludes and will not be liable for or pay incidental, consequential or special damages under any warranties. This means any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. These limited warranties constitute the only express warranties for the product purchased. To the extent

permitted by law and for all non-consumer products, all warranties other than European Company LLC limited warranties express or implied, including any warranty merchantability or fitness for a particular purpose, are disclaimed. If any implied warranty arises under state 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, to the extent allowed by law. Some jurisdictions 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. These warranties give the customer specific legal rights, and the customer may also have other rights that vary from jurisdiction to jurisdiction.

European Company LLC wants every customer to be happy and satisfied with their purchase. If there are claims or questions, or in the event that you are not totally satisfied with your hardwood floor, contact your local retailer first. If the retailer is unable to answer your questions you may contact European Company LLC in writing at the following address:

LVP Warranty

Artificial Turf Warranty

European Co, LLC. (EC) manufacturer's warranty is as follows if you have purchased synthetic grass distributed by European Co, LLC.

EC warrants that if the synthetic grass it manufactured and supplied proves to be defective in materials or workmanship resulting in premature wear, during normal use of the product, within fifteen (15) years from the date of manufacture, or suffers significant fading, breakdown or degradation due to exposure to natural ultraviolet rays within the same fifteen (15) year period, EC will, at its sole option either 1) repair or replace the affected area without charge to the Purchaser, or 2) issue a credit equal to the cost of the synthetic grass material. For the purpose of this warranty the product shall be deemed to have failed in ultra-violet stability if the original tensile strength of the product decreases by more than 50 percent.

PRORATION IS AS FOLLOWS: YEARS 1-8 (100%), YEARS 9-12 (50%), YEARS 13-15 (25%).

***NOT APPLICABLE IN ARIZONA**

In the event that EC elects to issue a credit in lieu of repair or replacement, said credit shall only apply to the affected area of the synthetic grass giving rise to the

claim. The credit shall be issued to the Retailer, as a percentage of the replacement cost of new synthetic grass of the same or comparable quality. The credit will be good only toward the purchase of EC synthetic grass. There will be no cash payment.

WARRANTY DOES NOT COVER ANY TYPE OF MATTING ON THIS PRODUCT, REGARDLESS OF THE CAUSE.

This warranty only applies to synthetic grass products that have been purchased from EC.

This warranty is limited to the remedies of repair or replacement of the affected areas of the synthetic grass.

This warranty does not cover the installation of the synthetic grass or any issues stemming from the installation.

This warranty does not cover surface deterioration resulting from normal wear and tear or any damages caused by site conditions and improper installation beyond its control, accidents, misuse, abuse, neglect, exposure of the Product to inappropriate footwear (i.e. metal cleats), tobacco products, chemicals or cleaning agents, fire, floods, vandalism, acts of God.

EC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EC SPECIFICALLY EXCLUDES AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

This includes any damages arising out of or in connection with the use or performance of the synthetic grass, including, but not limited to damages for economic loss, expense, personal injury etc.

This warranty is non-transferable. This warranty is only extended to the original purchaser.

All warranty claims must be presented in a timely fashion to EC as a printed description with photos as soon as an issue with the synthetic grass becomes evident.

This warranty does not cover sun magnification and melting from Low E windows or matting.

Contact:

Attn: Customer Service
700A Loyola Drive
Atlanta, Georgia 30336

Or

Customerservice@Europeanco.com

Or

Refer to 4BIII for Claim
Form