

## Limited Residential & Commercial Warranty

### Olde Charleston, Parisian, Manhattan, Grecian, Patrician Collections

#### INTRODUCTION:

Ua Wood Floors, Inc. (hereinafter Ua Floors) manufactures all of its flooring under the strictest of quality controls. You will find our flooring to be milled very exactly with very few defects compared to industry standards. We hope you will enjoy your new floor for many years to come!

#### WHO IS COVERED?

This warranty covers the original purchaser when the flooring is installed in a residential environment and commercial environments, including but not limited to Retail stores, offices, clubs, and short term residences such as hotel rooms, rental cabins, etc. This warranty is not transferable to subsequent owners.

#### WHAT IS COVERED?

This warranty covers the Ua Floors collections of Olde Charleston, Parisian, Manhattan, Grecian and Patrician engineered wood flooring crafted after August 15, 2013 and purchased from a Ua Floors Authorized Distributor/Dealer in worldwide. Outs, seconds, "tavern grade", or factory specials sold "as is" are all excluded from this warranty.

#### PRE-INSTALLATION WARRANTY:

To ensure you are receiving the floor that you like and need, it is installer's duty, whether professional or DIY (do it yourself), to inspect all flooring before installation. If during inspection the installer or buyer feels the flooring is the wrong color, improperly manufactured, has finish problems, is offgrade or is the wrong gloss level, do NOT install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claim will be accepted for flooring which is visually defective. If such flooring is installed, the installed flooring is deemed to be acceptable. Since wood is a product of nature, not plastic, standard industry practice allows for up to 5% of flooring shipped to have milling, handling, finish and/or grade defects. This warranty applies only to material that is in excess of this 5%. Ua Floors will replace the material deemed to be defective in excess of this 5%.

#### WHY DOES THE INDUSTRY ALLOW 5% DEFECTS?

When flooring is installed, naturally a certain percentage goes to cross cutting and fitting waste. Another small percentage of the flooring will go into closets and other unseen areas. It is assumed that an experienced installer will cross cut out small defects during fitting or put visibly unusual pieces in seldom seen or unobtrusive areas. By not removing 100% of the character material at the factory, we help save precious natural resources as well.

#### FINISHED WARRANTY:

The pre-installation warranty above covers the replacement of any flooring returned in excess of 5% of the total

Ua Wood Floors Inc., [www.uafloors.com](http://www.uafloors.com)

Head Office: +886-5-5515757 No. 38, Ke-Jia Road, Douliu City, Yunlin County 640 TAIWAN.

North America: +1-888-685-8577 US eFAX:+1-770-234-6219

flooring shipped with visible defects. This includes visible finish defects, prior to installation. Ua Floors also warrants to the original purchaser that the finish will not blister or peel off for 25 years under normal residential use; 1 year under commercial use.

See exceptions under the "Exclusions" heading. In addition, Ua Floors warrants to the original purchaser that our finish will not wear through for 25 years residential use and 1 year commercial use. If there is a problem with wear through, it must exceed 10% of the surface area for this warranty to apply. Changes in gloss level are not covered under this warranty, including shiny spots that might develop if you too aggressively rub in one spot. Because of this, any installation glue should be removed immediately and not allowed to dry. Over time it is normal for overall gloss levels to change and as such is not warranted against.

#### **LIFETIME STRUCTURAL WARRANTY:**

Ua Floors offers a lifetime structural warranty to the original purchaser that our engineered flooring products will not delaminate (separation between plies). Delamination is when any of the multiple layers making up the piece of flooring separates. All of our engineered flooring is manufactured to exterior/marine use standards. We are very confident in the high quality of the waterproof adhesive used to laminate all layers together. This warranty does not cover whole pieces of flooring releasing from the sub-floor which is considered as a problem with the installation process or adhesive failure. Although we guarantee our product, if our flooring is exposed to extreme moisture, such as a flood or subfloor moisture, or extreme dryness (less than 35% relative humidity) you may experience slight shrinkage, swelling, cupping or even cracking of the solid wood wear layer. Wood is naturally hygroscopic (similar to a sponge) and such shrinkage, swelling, cupping or cracking due to extreme variations in humidity are to be expected and are not warranted as a defect. Normal environmental conditions mean that heating and ventilation systems should be designed to maintain an interior relative humidity level (in the air) in between 40% to 60% RH all year round to ensure the best performance of the UA engineered hardwood flooring.

#### **Radiant Heat Warranty:**

In-floor radiant heating systems can significantly alter product performance. Only the products warranted for radiant heat system (Warranted: Oak, Walnut, Teak, Maple, American Cherry, Ash, Australian Cypress, Hickory, Reclaimed Heart Pine, Indonesia Mahogany ) can be used over these heating systems. If any other product is used, all warranties are voided.

Warranty Exclusions: Jatoba, IPE, Wormy Chestnut, Santos Mahogany, Tigerwood.

#### **HUMIDITY'S IMPACT ON YOUR FLOOR:**

Wood Flooring has a comfort level, too. Wood flooring will perform best when the interior environment is controlled to stay within a relative humidity range of 30 to 50 percent and a temperature range 60 to 80 degrees Fahrenheit. Fortunately, that's about the same comfort range most humans enjoy. The chart below indicates the moisture content wood will likely have at any given combination of temperature and humidity. Note that equilibrium moisture contents in the recommended. Temperature and humidity range (shaded area) coincide with the 6 to 9 percent range within which most hardwood flooring is manufactured. Although some movement can be expected even

between 6 and 9 percent, wood can expand and shrink dramatically outside that range. Moisture content of Ua product is controlled at 8+/-2% when it is shipped out of our factory, this is the best condition for wood flooring, however it requires suitable environment to allow it perform well. The chart below shows how wood reacts to the change of humidity.

Temperature (°Fahrenheit)	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	98
30	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
40	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
50	1.4	2.6	3.7	4.6	5.5	6.3	7.1	7.9	8.7	9.5	10.4	11.3	12.4	13.5	14.9	16.5	18.5	21.0	24.3	26.9
60	1.3	2.5	3.6	4.6	5.4	6.2	7.0	7.8	8.6	9.4	10.2	11.1	12.1	13.3	14.6	16.2	18.2	20.7	24.1	26.8
70	1.3	2.5	3.5	4.5	5.4	6.2	6.9	7.7	8.5	9.2	10.1	11.0	12.0	13.1	14.4	16.0	17.9	20.5	23.9	26.6
80	1.3	2.4	3.5	4.4	5.3	6.1	6.8	7.6	8.3	9.1	9.9	10.8	11.7	12.9	14.2	15.7	17.7	20.2	23.6	26.3
90	1.2	2.3	3.4	4.3	5.1	5.9	6.7	7.4	8.1	8.9	9.7	10.5	11.5	12.6	13.9	15.4	17.3	19.8	23.3	26.0
100	1.2	2.3	3.3	4.2	5.0	5.8	6.5	7.2	7.9	8.7	9.5	10.3	11.2	12.3	13.6	15.1	17.0	19.5	22.9	25.6

Relative Humidity (percent)

Chart taken from *Wood Handbook: Wood as an Engineering Material*, (Agriculture Handbook 72), Forest Products Laboratory, U.S. Department of Agriculture.

**FOOTNOTES:**

- a. Visible defects before installation: It is the installer’s responsibility not to install the pieces with visible defects and not to use them. Flooring, once installed, is deemed visibly acceptable.
- b. Claims made on flooring pieces installed with excessive color/grain variation. It is the installer’s responsibility to install the flooring in a random and harmonious mix.
- c. Special notices to the characteristics of carbonized wood. Carbonized wood tends to fade more under UV exposure than the same wood that has not been carbonized. While natural (non-carbonized) changes relatively little when exposed to sunlight, carbonized can fade as much as Walnut, a species known for its photosensitivity. It is considered as nature of wood and not warrantied when it fades. Customers who have intense light conditions in their homes should be advised of this before finalizing the selection of a carbonized floor that tend to fade when exposed to too much direct light.
- d. Color changes in the wood as it ages or is exposed to sunlight or differences in the color and/or grain patterns of the installed floor compared to showroom samples, as the color of the showroom samples change over time to the patina of a partially or fully aged floor.
- e. Color variations in wood flooring are natural and new or replacement flooring may not match sample flooring or existing flooring.
- f. Changes in gloss level are not covered under this warranty, including shiny spots that might develop if you too aggressively rub in one spot.
- g. South American species: Jatoba, Ipe, Tigerwood, Santos Mahogany tend to check when they are installed in the dry areas. It is very common to see that the indoor environment in the northern households are not maintained properly (above RH 40%), and it results in cracking issues.

- h. Char marks on Wormy Chestnut: char mark is the character of this species, they are the result of forest fire, therefore it is brittle and residue may come off. This is not considered a defect.
- i. Excessive swelling and/or shrinkage or other movement such as cupping or bowing in the flooring due to extreme changes in relative humidity. Relative humidity outside the recommended range of 40% - 60% may cause such problems

#### **WHAT IS NOT COVERED BY THESE LIMITED WARRANTIES?**

- 1. Insect infestation after the product leaves the factory.
- 2. Cracking and checks on Olde Charleston, Manhattan and Parisian Series: These series feature with the natural and rustic look of wood, we specifically keep all the characters of wood, therefore they are not considered defects.
- 3. Excessive swelling, cupping or other such movement due to subfloor moisture or moisture from above such as from spills, too much wet mopping, pets, or flooding. Excessive ground moisture caused by natural weather conditions including (but not limited to): excessive rainfall, hurricanes, tornadoes, flooding or other natural disasters are not covered by the terms of this warranty).
- 4. Damage caused by settling on uneven subfloors.
- 5. Damage arising from accidents, abuse, abnormal wear, pet scratches, grit, high heel indentations, dropping, dents, dragging heavy objects, excessive heat or excessive dryness. (Exposure to excess heat or dryness may cause cupping, delamination, splintering and/or face checking.)
- 6. Improper handling during shipping or storing after the date that the flooring passes out of Ua Floors' control.
- 7. Improper preparation or excessive moisture content of the surface on which this product is installed.
- 8. Improper installation whereby Ua Floors' installations instructions are not followed.
- 9. Improper maintenance and failure to protect entry & high wear areas with mats, etc. as per Ua Floors' maintenance instructions or inadequate care.
- 10. Natural expansion and contraction that may cause cracks or separation between boards.

#### **WHAT WILL WE DO IF ANY OF THE COVERED EVENTS OCCUR?**

Ua Floors' 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 Ua Floors prior to installation. For those cases that flooring presents delamination or finish problems after installation and not visible prior to installation, Ua Floors, at its option, will either repair or replace the defective area and/or refinish the defective finish. In the most unlikely event that the problem is unable to be corrected after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring as well as reasonable labor costs for the direct repairs or replacement within the warranty. Please refer to UA claim and LM form for labor cost refurbishment. These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

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 Ua Floors is willing to replace/repair such defective goods or refund the purchase price. We also reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis. We exclude and will not be liable for or pay incidental consequential or special damages under our limited warranties. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Our limited warranties constitute the only express warranties for the product purchased.

### **ADDITIONAL TERMS OF THE WARRANTIES**

The warranty applies only to prefinished hardwood flooring that has been installed and used strictly and exclusively for residential purpose, not for commercial or industrial use. In addition, the flooring must be installed in compliance with the installation and maintenance guide.

Ua Floors neither assumes nor authorizes any other person or entity to assume for its any other obligation in connection with the sale of this product. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and/or 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. Ua Floors assumes no liability for incidental or consequential damages occurring from , or as a consequence of, the defective flooring, or any cost or expense that the purchaser may incur to obtain warranty service, such as postage, telephone expense, time lost from work or inconvenience . However, some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. 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 of the right of any party thereafter to enforce each and every provision. The terms of this agreement may not be extended, discharged, amended or modified, in any way, except by a writing signed by an authorized representative of each party. This agreement shall be construed in accordance with the law of the State of Pennsylvania. This warranty is subject to the limitations and exclusions set forth herein and are the exclusive warranty as to the Ua Flooring Products purchased and contains the exclusive remedies that will be provided for breach of any warranties whether expressed or implied. This warranty specifically replaces and excludes any other warranty in relation to Ua Floors including the legal warranty in jurisdiction where exclusion of such warranties may be provided for by law. Under no circumstances may the product buyer exercise any type of recourse what so ever against Ua except for conditions specifically for in this warranty. This warranty does not apply to any product or products designated as seconds, tavern grade, special or nonstandard items. Any product or products so designated are sold "as is".

### **WARANTY CLAIM PROCEDURE:**

It is our pleasure to supply you with your floor purchase and we hope you are happy with the products. Please

Ua Wood Floors Inc., [www.uafloors.com](http://www.uafloors.com)

Head Office: +886-5-5515757 No. 38 , Ke-Jia Road, Douliu City, Yunlin County 640 TAIWAN.

North America: +1-888-685-8577 US eFAX:+1-770-234-6219

keep your sales receipt and record the QC date information, which you can find on carton box. If you have any questions or problem with the product, call your retail store first. They can help with you the claim procedure, if necessary. Claim form must be filled in writing and submitted to Ua Floors within six (6) month of appearance of defect, and the information regarding claimed defect and date and proof of purchase must be provided, too. You may also contact Ua Floors directly by fax, e-mail or telephone at: **Fax: 1-770-234-6219 e-mail:**

[salesusa@uafloors.com](mailto:salesusa@uafloors.com) for further assistance.

Important note: It is the obligation of Ua to solve claims with the help of your retailer within 30days from the date you contact them. In some unlikely even it may require additional attention and require more time before final settlement. Ua Floors reserves the right to inspect the product. No alteration, replacement or repair may be carried out before the product is inspected by Ua Floors or any inspector authorized by Ua Floors. Any replacement will be provided only after UA inspection of the product and its agreement to the defective condition. Failure to comply with this stipulation will make the warranty null and void.