

EVERBRIGHT FLOORING

LIMITED WARRANTY

EB08012019WRT

EVERBRIGHT HARDWOOD FLOORING RESPONSIBILITIES:

Lifetime Structural Warranty

Everbright Hardwood's warranty commitment is to provide quality engineered hardwood and solid flooring that is free from manufacturing defects in milling and lamination for the lifetime of the product.

Finish Warranties

Everbright Hardwood products are covered under these finish warranties only when cleaned and maintained per the Everbright Hardwood Care & Maintenance guidelines. Gloss reduction is not considered wear through and is not covered under this warranty.

Residential Finish Warranty

Everbright Hardwood warrants that, under normal residential conditions and with proper cleaning and maintenance as prescribed in the Care & Maintenance guidelines, the finish on Everbright Hardwood's flooring products will not wear through to raw wood in any single area for 10 years from the date of purchase, will not wear through to raw wood over an area consisting of 10% or more of the total installed area for a period of 15 years from the date of purchase, and will not wear through to raw wood over an area consisting of 20% or more of the total installed area for a period of 25 years from the date of purchase.

Light Commercial Finish Warranty

Everbright Hardwood further warrants that, under normal Light Commercial conditions and with proper maintenance as prescribed by the Everbright Hardwood Care & Maintenance guidelines, the finish on Everbright Hardwood's flooring products will not wear through to raw wood in any single area for 3 years from the date of purchase. Light Commercial areas are defined as public or commercial spaces with light to moderate traffic and infrequent liquid spills, and do not include food preparation, food service or public dining areas, areas where people form lines such as in front of cash registers, areas where furniture is frequently moved such as auditoriums and restaurants, areas where wheelchairs and other rolling equipment or furniture are used, or high traffic areas such as classrooms and near elevator doors.

These warranties are given only to the original retail purchaser of the flooring. No warranties are transferable. Everbright Hardwood reserves the right to verify and inspect any and all warranty claims prior to deciding on the appropriate course of action, and such inspection may require more than one visit to the site. Warranty claims may be investigated and inspected by company personnel and/or NWFA Certified Hardwood Flooring Inspectors at our option. Some defect claims may require the removal of samples for analysis. Responsibility for replacement costs of materials will be determined after cause and analysis is made. Everbright Hardwood will repair and/or replace any material deemed defective at our option. In the event that the defective flooring

is unable to be repaired in a reasonable number of attempts, Everbright Hardwood will reimburse the original purchaser the purchase price of the flooring for the defective portion of the floor.

CUSTOMER RESPONSIBILITIES:

- Customer must retain the original sales receipt.
- Customer must follow the Everbright Hardwood Installation, Care & Maintenance Instructions applicable to the product installed (hereafter referred to as 'Installation Instructions').
- Customer must follow proper maintenance and floor care procedures, using 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 Everbright Hardwood 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 and solid wood flooring be thoroughly acclimated to a controlled environment before it is installed and that the environment remain 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.

Updated 1st/Aug/2019

Warranty Exclusions - Things not covered by Everbright Hardwood's 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.) caused by 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, buckling or crowning in the flooring boards due to excessive sub-floor moisture or low humidity
- Products designated as "thrifty," "clearance," "tavern," "bargain," "cabin grade," "economy grade," "blowout," "close-out," "off-goods," "non-standard," and/or products sold "As-Is"
- 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

Color Disclaimer:

There are color and pattern variations in all wood. This is characteristic of a living tree. All wood will go through natural color changes from the effects of oxidation and ultraviolet light. In some species such as American Cherry, Walnut, Fumed or Carbonized Oak, and some exotics, this color change is more pronounced. Color treatments such as carbonization, fuming/smoking, and tannin-reactive stains may also be photosensitive and result in color 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, Everbright Hardwood 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: in wood flooring installations 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 color, manufacturing defects and/or visible damage prior to installation. Everbright Hardwood accepts no responsibility for liabilities, claims, or expenses, including labor 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 Everbright Hardwood warranties. Everbright Hardwood 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 Everbright Hardwood 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. Everbright Hardwood 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 Everbright Flooring in writing at the following address:

2361 Industrial Pkwy W,
Hayward, CA, 94545