

Warranties

Effective on purchases as of SEPTEMBER 2015

STRUCTURAL LIFETIME WARRANTY

The warranty extends to the original purchaser that the covered products, in their original manufactured condition and Normal Job Site Environmental Conditions, will be free from defects in grading, milling, and dimension as long as you (the original purchaser) own the floor. Normal expansion and contraction that results in minor separations between flooring boards are not covered by these warranties.

Manufacturing defects do not include natural wood characteristics such as mineral streaks, knots, grain variations, normal minor differences between color of samples and the color of installed floors, color variations from board to board, natural UV light- induced color changes, or minor width variation.

FINISH WARRANTY FOR OUR UV URETHANE FINISHED COLLECTIONS

The warranty extends to the original purchaser on prefinished products that for the stated period under normal residential use the covered product will not wear through, and that the finish will not separate from the wood flooring when maintained in accordance with our recommended maintenance guidelines.

We warrant, under normal residential conditions and with proper maintenance, that the finish will not wear through to raw wood for 27 years from the date of purchase. Gloss reduction is not considered wear through and is not covered under this warranty.

LIGHT COMMERCIAL FINISH WARRANTY

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, or high traffic areas such as classrooms and near elevator doors.

We warrant, under Light Commercial conditions (as defined above) and with proper maintenance, that the finish will not wear through to raw wood for 5 years from the date of purchase. Gloss reduction is not considered wear through and is not covered under this warranty.



EXCLUSIONS AND LIMITATIONS

These warranties DO NOT cover indentations, scratches, gloss reduction, natural color changes, stains, or damage arising from: negligence; water, wet mopping, or other improper maintenance; use of improper maintenance products; accidents; abuse; fire or excessive heat; abnormal wear; normal wear in high-foot-traffic areas; spiked heels or other dents; grit, sand, or other abrasives; insufficient prevention or protection; shipping damage; insect infestation after the product has left our factory; domestic animals; or use of the flooring for purposes other than those for which it was designed.

The sole obligation and liability of the manufacturer under our limited warranties is to repair, replace, or refinish the floor, at the manufacturer's option. Only floors that were professionally installed will be eligible for labor cost reimbursement. If you installed the floor yourself, only the cost of replacement materials will be covered. Any and all labor costs must be pre-approved.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTY, THE MANUFACTURER DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY FEDERAL AND STATE LAW, ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES.

(SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION OF CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. THE FOREGOING WARRANTY CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES, AND NO WAIVER OR AMENDMENT SHALL BE VALID.

HOW TO GET SERVICE

Our sole obligation and liability under our stated warranty is, at our discretion, to repair, replace, or refinish the floor, in part or in whole, at no cost to the original consumer purchaser. For service under this warranty, you must notify the dealer/retailer/contractor from whom you originally purchased the product. If that person cannot be reached, then contact us in writing at the address below, providing your name and address, a description of the products involved and the nature of the defect:

ETX Surfaces
8400-B Remington Avenue
Pennsauken, NJ 08110

INSTALLER / END-USER RESPONSIBILITIES

1. It is the installer/end-user's responsibility to follow the ETX Surfaces Flooring Installation Instructions appropriate for the product that was purchased (different collections may have different installation instructions – visit [ETX Surfaces.com](http://ETXSurfaces.com) for the most up-to-date instructions). The installer/end-user is also responsible for establishing that the site is suitable and ready for the chosen method of installation. The installer/end-user should carefully follow all instructions, including but not limited to:
 - a. Using the appropriate glue (Bostik Best or Franklin 811) when gluing down the flooring. It is highly recommended in glue down installations to use a moisture barrier system such as Bostik MVP4 or Franklin 531.
 - b. Installing with adequate expansion space around the entire perimeter of the floor, as outlined in the Installation Instructions. Failure to leave adequate expansion space in any single location will void this warranty.
 - c. Matching planks for a uniform color/grain installation.
 - d. Removing debris and extra glue or mastic from the finished floor before the drying time indicated on the container.
 - e. Protecting the floor from construction traffic and debris during and after installation.
2. The installer/end-user should inspect the product to ensure (a) Grade, (b) Species, (c) Quantity, (d) Size, and (e) Color are as ordered, and that product packaging has not been damaged in transit. If product is incorrect or damaged, installer/end-user should immediately stop the installation and contact ETX Surfaces to report any abnormalities that are found in the delivered products. Replacement flooring will be provided at no cost. The installer/end-user will be responsible for sections installed despite obvious defects.
3. The installer/end-user should understand that wood and water, (as well as wood and overly dry conditions), do not mix as wood flooring is a natural material and will shrink/ cup/move when over-dried and will expand, delaminate, warp and buckle/cup when exposed to excessive moisture. Care must be taken to protect the floor from moisture and dry conditions.

Throughout the acclimation and installation periods and throughout the life of the floor, the relative humidity of the space must be maintained between 30% and 50% relative humidity. Failure to maintain these conditions will void this warranty.

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/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 WOOD AT VARIOUS TEMPERATURES & RELATIVE HUMIDITY READINGS

30	14	26	37	46	55	63	71	79	87	95	104	113	124	135	149	165	185	210	243	269
40	14	26	37	46	55	63	71	79	87	95	104	113	124	135	149	165	185	210	243	269
50	14	26	37	46	55	63	71	79	87	95	104	113	124	135	149	165	185	210	243	269
60	13	25	36	46	54	62	70	78	86	94	102	111	121	133	146	162	182	207	241	268
70	13	25	35	45	54	62	69	77	85	92	101	110	120	131	144	160	179	205	239	266
80	13	24	35	44	53	61	68	76	83	91	99	108	117	129	142	157	177	202	236	263
90	12	23	34	43	51	59	67	74	81	89	97	105	115	126	139	154	173	198	233	260
100	12	23	33	42	50	58	65	72	79	87	95	103	112	123	136	151	170	195	229	256
	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	98

RELATIVE HUMIDITY (PERCENT)

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

1. At time of installation, installer/end-user must document all site tests:
 - a. Result of testing of the slab or sub floor per the Installation Instructions.
 - b. Result of the testing of the atmosphere for relative humidity.

Maintaining all site test records will assist the installer/end-user in filing a claim.

WARRANTY EXCLUSIONS

- Failure to follow instructions set out in the product's Installation Instructions and under "Installer/End-User Responsibilities" will immediately invalidate this warranty.
- This warranty does not cover damage caused by excessive moisture in the subfloor.
- This warranty does not cover damage due to water saturation caused by conditions including but not limited to leaky faucets, broken pipes, water intrusions from the exterior, and wet mopping.



- This warranty does not cover damage arising from accidents, abuse, abnormal wear, spiked heels, grit, scratches, or dents.
- Gloss reduction is not considered wear-through and therefore not covered under the Residential or Light Commercial Finish Warranties.
- This warranty does not cover changes to any products that may result from natural aging or exposure to UV light.
- This warranty does not cover insect infestation after the product has left our factory or scratches or stains caused by domestic pets.
- This warranty does not cover damage caused by non-recommended cleaning or maintenance products.
- Occasional cracks or checks in the surface of wood due to low relative humidity (dryness) are inherent in all wood products and will not be considered a product defect or failure under this warranty. Research and experience show that some species of wood are more susceptible to this phenomenon than others.
- This warranty does not cover any pre-existing problems that cause product failure.
- No installer, retailer, distributor, agent or employee of ETX Surfaces has the authority to increase or alter the obligations or limitations of this warranty.
- Failure to acclimate wood, Bamboo and Cork flooring to site conditions and leave adequate expansion space around the perimeter of the floor will cause cupping and other potential damage that is not covered under this warranty.

This warranty excludes and will not pay consequential or incidental damages associated with any warranty claim. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. Except as expressly set forth herein, ETX Surfaces makes no other warranties which extend beyond the description on the face of this warranty. Any implied warranties shall expire at the earlier of the expiration of the stated warranty or the expiration of the period for the implied warranty required under state law. Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.