

Warranty for Lindura Engineered Hardwood Flooring

Lindura Engineered Hardwood is manufactured to the highest standards, using the latest technology, and the highest quality raw materials. Lindura boards are carefully inspected through each stage of the manufacturing process with a final inspection before they are packed and shipped to customers. The following limited warranties, subject to the terms and conditions detailed below, apply to Lindura Engineered Hardwood floors and are given to the original purchaser only. These warranties are not transferable and are subject to the procedures, limitations, disclaimers and exclusions set forth herein.

Pre-Installation Warranty

It is the responsibility of the installer and purchaser to inspect each plank prior to installation. All questions or concerns regarding grade, manufacture, color, gloss or finish of our products are required to be resolved before installation. Neither the Manufacturer or Distributor accepts responsibility or liability for the cost of our products, replacement and/or labor when flooring containing grade, manufacture, color, gloss or finish defects has been installed prior to resolution. Installing this product assumes full acceptance of the flooring. Please consider that this is a natural living product, and with all such products, variations in grain and in color are normal, and are even desired in many cases, so such variations cannot be accepted as visual defects.

Lifetime Structural Warranty

Lindura Engineered Hardwood boards carry a lifetime structural warranty. It is warranted that each Lindura flooring board, in its original manufactured condition, will be free from any manufacturing defects for as long as the original purchaser owns the floor.

Subject to the limitations and exclusions set forth herein, this warranty covers the durability of Lindura multilayer product structure as it relates to the pressing and fusing of the single layers with one another and warrants that these layers will not delaminate from each other.

30-year Finish and Wear-through Warranty for Lindura floors with Urethane Finish.

We warrant the proper visual appearance of our Lindura products for a term of 30 years (in case of residential use; 5 years in case of commercial use), subject to the limitations and exclusions set forth herein.

Natural and common variances in the boards do not constitute a defect and are not covered under this warranty. Normal exposure to sunlight as well as the use of area rugs are likely to cause changes in color over time (shading). This is not considered to be a defect and is not covered by this warranty.

This warranty is restricted to wear on the surface on the boards. The wear must be readily visible and cover a minimum of 10 % of the installed floor. Gloss reduction is not considered wear.

Warranty Limitations and Exclusions

All warranties granted in this document are subject to the conditions, limitations and exclusions set forth herein, and to the following:

- The floor must have been installed in accordance with the installation instructions enclosed in every third box of Lindura flooring and in permitted areas of use as specified in the installation instructions.
- The floor must have been maintained and cleaned in accordance with our Lindura care instructions the most recent version of which **can be viewed at www.linduraflooring.com**. You must make sure that to be informed of revisions, you check with such instructions of care at least twice per year.
- Any defects and visual changes resulting from external sources, such as high temperatures, improper cleaning or maintenance, moisture, water, sharp objects (pet claws, high heels, furniture legs, sand, gravel) and such shall be excluded from our warranties.
- Alterations and repairs to our products (unless performed by an NWFA certified installer or by an authorized third party on our behalf) will terminate all warranties with immediate effect.
- Any claim under this warranty must be submitted to the Authorized Lindura Retailer without undue delay after detection of a defect. A copy of the retailer's original invoice must be

enclosed or attached. You must furthermore provide sufficient evidence to show that you are the original purchaser of the Lindura products and that the products are still installed in the **building owned/occupied by you**. Upon our request, you must give the manufacturer and/or authorized Distributor, or any third party named by us, access to the products which the complaint or warranty claim refers to. Failure to comply with our requests for information and evidence shall result in immediate termination of our warranty and any rights and claims resulting therefrom.

- After receipt of a complaint or a warranty claim, a determination as to the validity of the claim will be made within a period of four weeks following receipt of such complaint or claim, and if acknowledged a written response will be issued regarding the claim.
- Except as stated herein, the warranties granted herein shall be exclusive and no other warranties shall apply. The warranties herein are in lieu of any other
- warranties, whether given orally or in writing, whether express or implied. No dealer, distributor, seller or other person has authority to extend or alter the terms or the applicability of these warranties. Under no circumstances (other than set forth herein) shall Manufacturer and/or Authorized Distributor be liable or responsible for any claim, damage or loss, whether direct or indirect, resulting from Lindura products or their use, and all incidental, special, indirect and consequential damages (including lost profits, punitive and multiple damages as well as attorneys' fees) shall be excluded. Where, under applicable law, the limitation and/or exclusion of implied warranties, incidental and/or consequential, punitive or multiple damages is not admissible, the limitations and exclusions set forth in this warranty shall apply and be enforced in our favor to the fullest admissible extent.

Notice:

When calling upon any warranty granted herein, the Buyer, accepts that all disputes arising from any of these warranties, their limitation or exclusions, shall exclusively be governed by the United Nations Convention of the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to the warranties herein granted, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, shall be referred to and finally be determined by arbitration in accordance with the JAMS International Arbitration Rules without any pre-trial discovery (including, without limitation, production of documents) to take

place. The Tribunal shall consist of one arbitrator. The place of arbitration shall be the JAMS office that is the closest proximity to the floor location. The language to be used in the arbitral proceedings shall be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Scope of Warranty

When a warranty claim is acknowledged, the Manufacturer and/or Distributor will provide replacement material of the same quality, if possible from the same range, for the entire room in which the problem has occurred. The customer can collect the replacement material free of charge from the original sales outlet stated in the original invoice, excluding any further claims over and beyond this, including but not limited to compensation claims for the removal or fitting of the flooring or for consequential damage that has occurred other than in the product supplied itself.