Provenza RESIDENTIAL WARRANTY

The warranties described herein are given to the original retail purchaser only AND ARE SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH HEREIN. These warranties cover only approved product applications as recommended by Provenza Floors®, Inc.

Regarding All Warranty Coverage

This warranty is not transferable and extends only to the original Owner/Purchaser. All pre-installation preparation, installation, floor care and maintenance must be in accordance with Provenza Floors®, Inc. requirements.

Provenza hardwood flooring is manufactured using a product with naturally occurring variations, *including but not limited to*, character, grain, color, mineral streaks, splintering and knots which are not considered manufacturing defects.

Variations between planks that are a result of collection specific wood working, *including* but not limited to, hand distressing, scraping, wire brushing, chiseling, smoking, carbonizing and color staining are not considered manufacturing defects.

As a product of nature, hardwood flooring will continue to expand and contract through normal heating and non-heating seasons. Properly installed hardwood floors may consequently experience slight separation between boards at different times during the year. If such normal expansion and contraction occurs, it is not covered by this manufacturer warranty.

Full Lifetime Structural Warranty

Provenza Floors®, Inc. warrants to the Owner/Purchaser, under normal residential use, that its products in their original manufactured condition, to be free from defects in lamination, assembly, milling, dimension and grading, for as long as the original purchaser owns the installed hardwood flooring product.

Limited Finish Warranty

Manufacturer warrants that under normal residential conditions, with proper care and maintenance, the factory finish will not wear-through within twenty-five years.

The Antico Collection finish warranty is limited to ten years.

This finish warranty shall not extend to indentations, scratches or surface damages arising from improper use, neglect or abuse. Gloss reduction is not considered finish wear-through and is not covered under this warranty.

Warranty Exclusions

This warranty DOES NOT cover the following:

- Failure to perform required pre-installation jobsite testing and preparation.
- Failure to inspect and approve the hardwood flooring product prior to installation.

- Failure to install the hardwood flooring per manufacturer requirements.
- Failure to remove excess flooring adhesive and/or T&G glue during installation.
- Failure to care for and maintain flooring per manufacturer requirements.
- Failure to maintain consistent indoor temperature of 65°- 85° F and relative humidity levels of 35%-55% at all times for the life of the hardwood installation.
- Damages arising from accidents, negligence, abuse, or abnormal wear.
- Damages due to water saturation or exposure to extreme heat, dryness, harsh chemicals and industrial or cleaning products not for use with hardwood flooring.
- Damages due to excessive ground or concrete moisture caused by natural weather conditions, *including but not limited to*, rainfall, hurricanes, tornadoes, flooding and/or other natural disasters.
- Damages due to earthquake or other shifting of the ground.
- Damages due to a leaky faucet or broken pipe.
- Damages due to insect infestation after the product has left the manufacturer.
- Damages due to improper flooring finish work, *including but not limited to*, oil or stain application, sanding or refinishing after hardwood installation.
- Damages due to the use of adhesive or masking tape on the flooring surface.
- Damages due to the use of harsh chemicals, including but not limited to, acetone, paint thinner, alcohol or other cleaning products not suitable for hardwood floors.
- Damages due to wet mopping, steam/steam cleaners or power scrubbing machines.
- Damages to the flooring finish caused dry wall dust.
- Damages due to body lotion or cosmetics coming in contact with flooring surface.
- Scratches or stains caused by domestic pets or other animals.
- Expansion, contraction and cupping due to seasonal moisture variations.
- Floor color changes due to direct & indirect sunlight or other UV light exposure.
- Flooring purchased online or sellers not authorized to sell Provenza products.

General Terms and Conditions

- This warranty is limited to the original Owner/Purchaser.
- The liability of manufacturer under this warranty shall be limited to the actual replacement cost of material and reasonable labor only.
- Incidental or consequential costs associated with the repair or replacement of a damaged flooring product are not the responsibility of Provenza Floors, Inc.
- New or replacement hardwood flooring required to settle a claim are not guaranteed to match the existing installed hardwood flooring or retailer display samples.
- Manufacturer is not responsible for matching the hardwood flooring to other wood products, such as cabinets, stair railings, trim and moldings.
- No other warranties expressed or implied are made including merchantability or fitness for any particular purpose.
- Under no circumstances shall Provenza Floors®, Inc. be liable for loss or damage associated with special, indirect, incidental or consequential damages.
- No installer, retailer, agent or employee of Provenza Floors®, Inc. has the authority to increase or alter the obligations or limitations of this warranty.

Manufacturer Inspection Rights and Claims

Provenza Floors®, Inc. shall be allowed a reasonable time to inspect any hardwood flooring product claimed to be defective.

Claims submitted to Provenza Floors®, Inc. must be supported with the original sales receipt.

In the event of litigation, all controversies shall be submitted to the American Arbitration Association. Venue shall be the County of Orange, State of California.

COMMERCIAL WARRANTY

The warranties described herein are given to the original retail purchaser only AND ARE SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH HEREIN. These warranties cover only approved product applications as recommended by Provenza Floors®, Inc.

Regarding All Warranty Coverage

This warranty is not transferable and extends only to the original Owner/Purchaser. All pre-installation preparation, installation, floor care and maintenance must be in accordance with Provenza Floors®, Inc. requirements.

Provenza hardwood flooring is manufactured using a product with naturally occurring variations, *including but not limited to*, character, grain, color, mineral streaks, splintering and knots which are not considered manufacturing defects.

Variations between planks that are a result of collection specific wood working, *including* but not limited to, hand distressing, scraping, wire brushing, chiseling, smoking, carbonizing and color staining are not considered manufacturing defects.

As a product of nature, hardwood flooring will continue to expand and contract through normal heating and non-heating seasons. Properly installed hardwood floors may consequently experience slight separation between boards at different times during the year. If such normal expansion and contraction occurs, it is not covered by this manufacturer warranty.

25 Year Structural Warranty

Provenza Floors®, Inc. warrants to the original Owner/Purchaser, under light commercial or normal residential use, that its products, in their original manufactured condition, to be free from defects in lamination, assembly, milling, dimension and grading and that its engineered top layer will not wear through or separate from its backing for a full twenty-five years from the date of purchase.

3 Year Finish Warranty

Manufacturer warrants that under light commercial traffic conditions, with proper care and maintenance the factory finish will not wear-through for a full three years.

This finish warranty shall not extend to indentations, scratches or surface damages arising from improper use, neglect or abuse. Gloss reduction is not considered finish wear-through and is not covered under this warranty.

Warranty Exclusions

This warranty <u>DOES NOT</u> cover the following:

- Failure to perform required pre-installation jobsite testing and preparation.
- Failure to inspect and approve the hardwood flooring product prior to installation.
- Failure to install the hardwood flooring per manufacturer requirements.
- Failure to remove excess flooring adhesive and/or T&G glue during installation.
- Failure to care for and maintain flooring per manufacturer requirements.
- Failure to maintain consistent indoor temperature of 65°- 85° F and relative humidity levels of 35%-55% at all times for the life of the hardwood installation.
- Damages arising from accidents, negligence, abuse, or abnormal wear.
- Damages due to water saturation or exposure to extreme heat, dryness, harsh chemicals and industrial or cleaning products not for use with hardwood flooring.
- Damages due to excessive ground or concrete moisture caused by natural weather conditions, *including but not limited to*, rainfall, hurricanes, tornadoes, flooding and/or other natural disasters.
- Damages due to earthquake or other shifting of the ground.
- Damages due to a leaky faucet or broken pipe.
- Damages due to insect infestation after the product has left the manufacturer.
- Damages due to improper flooring finish work, *including but not limited to*, oil or stain application, sanding or refinishing after hardwood installation.
- Damages due to the use of adhesive or masking tape on the flooring surface.
- Damages due to the use of harsh chemicals, including but not limited to, acetone, paint thinner, alcohol or other cleaning products not suitable for hardwood floors.
- Damages due to wet mopping, steam/steam cleaners or power scrubbing machines.
- Damages to the flooring finish caused dry wall dust.
- Damages due to body lotion or cosmetics coming in contact with flooring surface.
- Scratches or stains caused by domestic pets or other animals.
- Expansion, contraction and cupping due to seasonal moisture variations.
- Floor color changes due to direct & indirect sunlight or other UV light exposure.
- Flooring purchased online or sellers not authorized to sell Provenza products.

General Terms and Conditions

- This warranty is limited to the original Owner/Purchaser.
- The liability of manufacturer under this warranty shall be limited to the actual replacement cost of material and reasonable labor only.
- Incidental or consequential costs associated with the repair or replacement of a damaged flooring product are not the responsibility of Provenza Floors, Inc.

- New or replacement hardwood flooring required to settle a claim are not guaranteed to match the existing installed hardwood flooring or retailer display samples.
- Manufacturer is not responsible for matching the hardwood flooring to other wood products, such as cabinets, stair railings, trim and moldings.
- No other warranties expressed or implied are made including merchantability or fitness for any particular purpose.
- Under no circumstances shall Provenza Floors®, Inc. be liable for loss or damage associated with special, indirect, incidental or consequential damages.
- No installer, retailer, agent or employee of Provenza Floors®, Inc. has the authority to increase or alter the obligations or limitations of this warranty.

Manufacturer Inspection Rights and Claims

Provenza Floors®, Inc. shall be allowed a reasonable time to inspect any hardwood flooring product claimed to be defective.

Claims submitted to Provenza Floors®, Inc. must be supported with the original sales receipt.

In the event of litigation, all controversies shall be submitted to the American Arbitration Association. Venue shall be the County of Orange, State of California.