

DWELLSCAPE™

Waterproof Wood Flooring Limited Warranty

1. **Product Coverage:** This Limited Warranty is provided by DwellScape to the original purchaser of the flooring product, hereafter referred to as “The Product”, sold under this warranty.
2. **Warranty Period:** The warranty period commences from the original date of purchase and lasts for a lifetime for residential use and 10 years for light to medium commercial use.
3. **Pre-Installation Warranty:** DwellScape guarantees The Product will be free from visible defects prior to installation. Installation of The Product signifies acceptance of quality by the purchaser. Damage caused by shipping is not covered under this warranty. Installation of The Product that contains obvious or visible manufacturing defect(s) is not covered by these limited warranties.
4. **Waterproof Warranty:** DwellScape warrants that The Product is waterproof to normal household spills and pet urine, although all spills and pet urine should be cleaned immediately. The Product is warranted to withstand steam mopping however cleaning instructions must be closely adhered to. Improper use of a Steam Mop voids this warranty, refer to the care and maintenance instructions for proper use. Damage caused from excessively wet maintenance or damage caused by using non-recommended cleaning agents such as soap, polish, wax, detergents, and abrasive cleaners is not covered. The Product is warranted in kitchens, bathrooms, and laundry rooms when a proper perimeter seal is applied. Refer to the installation instructions regarding a proper perimeter seal. Although DwellScape does not warrant subfloors, using a Sound Wise Premium Foam Underlayment may provide subfloor warranties. Contact Sound Wise for details. www.wiseflooringproducts.com
5. **Structural Warranty:** DwellScape guarantees that The Product will be free from defects and not delaminate, under normal residential conditions (or light to medium commercial conditions) and usage for the duration of the “warranty period,” given that DwellScape’s maintenance and installation guidelines and care and maintenance instructions have been followed.
6. **Wear Warranty:** DwellScape assures that the wear layer of The Product will not wear through or separate from The Product during the warranty period under normal residential (or light to medium commercial) usage conditions. In beveled edge products, the warranty does not include wear along the edges of The Product less than 3/16” from the edge. Chair pads or mats must be used to protect The Product from caster chairs. Gloss change is not considered surface wear. Rolling traffic or heavy traffic is not covered under the 10-year light to medium commercial warranty nor the residential warranty.
7. **Stain and Fade Resistance Warranty:** The Product will not stain under normal household use. Topical spills should be removed immediately. Stains caused by chemical products not recommended under the maintenance instructions are not warranted. Pet stains are not included under this warranty. The Product is highly resistant to fading due to sunlight or artificial light. The antimicrobial finish is effective against certain common bacteria that cause stains, odors, and product degradation. The antimicrobial finish protection is limited to the surface of the product only and will not be removed by proper care and cleaning. The antimicrobial finish is not designed to protect users from bacteria that may cause disease.

Other Exclusions: This warranty does not cover damage resulting from improper installation, use beyond normal residential activities, negligence, a fire event, lack of maintenance or care, accidents including but not limited to alterations to The Product. This warranty does not cover damage caused by flooding, leaking appliances, standing water or other liquids, leaking pipes, other plumbing leaks, similar water intrusions, or other acts of nature. The warranty does not cover damage from subflooring irregularities or failure to follow specific installation instructions provided by DwellScape. The Product is not designed to withstand water or moisture in the subfloor or underneath The Product, including but not limited to damage from subfloor hydro-static pressure or other conditions that result in water or moisture beneath the flooring. Water damage that originates from areas outside the space where The Product is installed is also excluded from the warranties. Squeaking, popping, creaking or crackling are not warranted by DwellScape. Damage or medical conditions caused by mold or mildew are not covered by these warranties. DwellScape disclaims liability for any sickness or death caused by microbes on the flooring surface or any associated medical or other expenses. Damage caused from the use of floor scrubbers, steam mops, buffers, or similar products is not covered under this warranty. Damage due to improper maintenance, rotating beating bars, accidents, scratching, gouging, cuts, and other impact events during or post installation is not covered under this warranty.

Terms and Conditions: Warranties apply only to the person stated as the buyer on the purchase document(s). Warranties are non-transferable. Warranties apply only to first-quality product purchases made after the date of this document. Molding or any other accessories are not warranted. The Product must be properly installed according to DwellScape’s installation instructions. These limited warranties do not apply to The Product that has been re-installed or that has been subjected to abnormal use or conditions or abused in any way, which includes but is not limited to moisture damage from plumbing, storms or flooding; damage from smoke, fire or other casualty events; damage caused by negligence; improper alterations of the original manufactured product; damage from use of The Product that is unreasonable considering the normal and expected uses of The Product in a residential setting or damage of mechanical nature. Environmental

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conditions must remain within a range of 60° to 85°F and a relative humidity of 35% to 65%. Environmental conditions consistently outside of these parameters could result in product performance problems not covered under these limited warranties. Improper maintenance and care will void these limited warranties. See DwellScape care and maintenance instructions for proper care.

Claims: Any claim under this warranty must be submitted in writing within 30 days after detection of the suspected defect, but within the warranty period to DwellScape through the dealer and wholesaler that sold The Product. Should a defect occur, DwellScape will arrange for the repair or replacement of the affected flooring material according to the prorated amounts. If a repair is not practical, DwellScape may, at its sole discretion, refund the purchase price for the defective product. DwellScape reserves the right to inspect any claim, with the right to deny a claim in cases of customer misuse, improper maintenance, or when the warranty conditions are not met. The warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Lifetime Warranty Proration

(based on industry average of 35 years for the lifespan of a floor)

(dollar value based The Product value only, and reasonable labor if professionally installed)

1st - 3rd Year 100%
 4th - 7th Year 90%
 8th-11th Year 80%
 12th -15th Year 70%
 16th - 19th Year 60%
 20th - 23rd Year 50%
 24th - 27th Year 40%
 28th - 31st Year 30%
 32nd - 35th Year 20%
 36th Year and beyond 0%

10 Year Light to Medium Commercial Warranty Proration

(dollar value based The Product value only, and reasonable labor if professionally installed)

1st - 2nd Year 100%
 3rd - 4th Year 80%
 5th - 6th Year 60%
 7th -8th Year 40%
 9th - 10th Year 20%
 11th Year and beyond 0%

THERE ARE NO IMPLIED WARRANTIES

All implied warranties which may arise by implication of law or application of course of dealing or usage of trade including but not limited to implied warranties of merchant ability or fitness for a particular purpose are expressly excluded. No warranties, expressed, implied, statutory or otherwise, extend beyond those expressly set forth in this warranty, and all such warranties are expressly disclaimed. (Implied warranties are ones that the law presumes to have been given by the seller even though they are not set out in writing). Some states disallow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to the owner of The Product. DwellScape shall not be liable for and will not pay consequential, incidental or special damages of any kind whatsoever under this warranty. For the states do not permit exclusion or limitation of incidental or consequential damages, the exclusions or limitations may not apply to those owners. The limited warranty gives the owner specific legal rights, and the owner may also have other rights, which vary from state to state. Except for these rights, the remedies provided under these warranties state the entire limit of DwellScape responsibilities.