LIMITED WARRANTY FOR SMITH & FONG FLOORING PRODUCTS

Smith & Fong Company ("Smith & Fong," "We," and "Our") extends this Warranty to the original purchaser ("You" and its related forms) of Smith & Fong flooring products. **ANY FAILURE TO FOLLOW OUR INSTALLATION AND MAINTENANCE GUIDE, INDUSTRY INSTALLATION STANDARDS OR PROCEDURES, OR THE WARRANTY TERMS SPECIFIED BELOW, WILL VOID ANY COVERAGE WHICH MIGHT OTHERWISE BE AVAILABLE UNDER THIS WARRANTY.** This Warranty gives You specific legal rights, and You may have other rights which vary from state to state.

(1) Warranty Coverage: Our flooring products are free from defects in manufacturing, lamination, and milling, and will remain free from such defects during the applicable Warranty Periods. Our flooring products are structurally sound for ordinary usage during normal moisture changes and are protected by a quality finish which will not wear through to, or separate from, the underlying flooring during the applicable Warranty Periods.

(2) Disclaimer of Implied Warranties: The terms of this Warranty provide the exclusive and sole remedy available to You. This Warranty supersedes any other representations and, to the full extent permissible by applicable state and federal laws, We specifically **DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty or imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to You.

(3) Warranty Periods: Warranty Periods are calculated from the date of purchase. Separate Warranty Periods are provided for fit and finish as follows:

Twenty-five years for manufacturing, lamination, and milling.

Fifteen years on finish for all engineered floating floors that are installed in residential locations and are exposed to ordinary household usage.

Fifteen years on finish for all other flooring products that are installed in residential locations and are exposed to normal household usage.

Ten years on finish for any flooring product installed in commercial locations, including any flooring product exposed to any usage other than ordinary residential or household usage.

(4) Warranty Terms: Smith & Fong flooring products must be installed in strict adherence to Our Installation and Maintenance Guide, including installation over a subfloor conforming to Our specifications. Installed floors must not be exposed to extreme variations in heat, humidity, moisture or dryness (including water saturation caused by wet mopping), or any other sources of extreme moisture, or changes in ambient moisture, humidity, or temperature including installation over improperly used or functioning radiant floor heating systems. Any alteration or repair that is not previously authorized by Smith & Fong will void this Warranty. No Warranty Coverage is provided for ordinary wear and tear, including surface scratches, reduction in the shine of the finish, impact damage, wear and tear from heavy furniture or equipment installed or used without providing adequate protection to the installed floor, any surface damage caused by failure to follow ordinary maintenance procedures, or any other damages caused by spiked heel shoes, pet claws, or abrasives, including sand or pebbles. No Warranty Coverage is provided for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as variant exposure to sunlight. Any damage caused during shipping is the responsibility of the shipping company and is not covered under this Warranty. Any damage to the installed flooring due to earth movement or settlement of the structure where the floor is installed, as well as any damage caused by natural events or acts of God, are not covered under this Warranty.

(5) Warranty Claims: If Our flooring products do not conform to the terms of this Warranty, You must notify Smith & Fong in writing at the following address: 475 6th Street, San Francisco, CA, 94103. **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide Smith & Fong with a reasonable opportunity to inspect the installed flooring, or to examine the defective or nonconforming flooring, before You undertake any repair, removal, or replacement of the flooring. Your failure to comply with the requirements of this paragraph will void your Warranty Coverage.

(6) Warranty Remedies: Following notice of any defect in the flooring and submission of a Warranty Claim by You, Smith & Fong, at its sole option and discretion, shall repair any nonconforming or defective flooring, or planks of flooring, provide conforming flooring or planks of flooring to replace any nonconforming or defective flooring or planks of flooring, refund the purchase price of the flooring or planks of flooring, or refund the percentage of the purchase price for the nonconforming flooring or planks of flooring equal to the percentage of the Warranty Period remaining when You notified Smith & Fong of the defect. In no event shall Smith & Fong be liable for any cost or damages associated with the removal or reinstallation of the flooring, or the cost of moving any fixtures or items of furniture.

(7) Exclusion of Incidental and Consequential Damages: IN NO EVENT SHALL SMITH & FONG BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO ARISE UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE, OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.