

This product warranty document acknowledges certain rights that a purchaser of Smartwood products has specifically with and without DiamondTech protective coating and also details the additional express warranties in respect to Smartwood offered by Smartwood USA, of 14651 Biscayne Blvd. # 306, N. Miami, FL 33181, Telephone 1-888-748-7319, warranty@smartwood.com

This product warranty document applies to the following products of Smartwood Engineered Flooring (**Smartwood Products**): *Smartwood Flooring with and without DiamondTech Finish installed with Smartwood Flooring adhesive only.*

1. Consumer Guarantees

1.1 Smartwood acknowledges that if Smartwood Products purchased or otherwise acquired by a purchaser are:

- (a) Subject to the provisions of local Consumer Laws (including, without limitation, section 3 (2), a number of guarantees will apply in respect of Smartwood Products including guarantees regarding:
- (b) Title to the Smartwood Products passing to the purchaser;
- (c) The purchaser having undisturbed possession of the Smartwood Products;
- (d) Smartwood Products being free from undisclosed encumbrances;
- (e) Smartwood Products being fit for any disclosed purpose or any purpose for which the supplier represents they are fit;
- (f) Smartwood Products matching their description or corresponding as close to as possible, any sample or demonstration model while remember wood is a natural product with many normal variations.
- (g) Express warranties in respect of the Smartwood Products made by the supplier being complied with.

2.2 Our goods come with guarantees that cannot be excluded under local state consumer law. A purchaser is entitled to a replacement or refund for a failure of that area that has failed only and compensation for any reasonable and customary labor associated with the direct replacement of the failed area only. Under Smartwood's limited warranty (Smartwood) will not be responsible for any expenses associated with moving any furniture, appliances or relevant fixtures and/or woodwork installed on top of Smartwood Flooring.

2. Express warranty

In addition to any rights or remedies offered to a purchaser in respect to Smartwood Products, Smartwood also offers the following express warranties to a purchaser in respect of the Smartwood Products (subject to paragraph 4):

- a. The commercial DiamondTech specific pre-finished coating available on certain specific Smartwood products must be clearly indicated on your Smartwood receipt at the time of purchase. Smartwood's DiamondTech finish will not wear through below the clear finish under normal traffic and other loads for a period of:

- b. 10 years from the date of delivery to the original purchaser in the case where Smartwood flooring is installed in commercial premises; and the flooring boards for any properly installed Smartwood product will remain intact for a period of **10** years from the date the Smartwood flooring products are delivered to the original purchaser.
- c. The benefits given to a purchaser above under the express warranty in section (a), (b) of paragraph 3 are only applicable where more than 5% of the room is affected. Floor wearing thru the top finish appearing in less than 5% of the affected room will be considered excess isolated traffic wear and thus considered “normal.” In the case of normal wear the purchaser solely assumes the responsibility to change the affected boards.
- d. All other Smartwood flooring not specifically indicated with DiamondTech finish will be considered having a 5 year commercial finish warranty unless clearly indicated on the original purchaser's receipt.

4. Circumstances where express warranty does not apply

4.1 The express warranty does not apply to the following issues with respect to Smartwood flooring products:

- (a) Slight surface cracks that may occur as the wood absorbs or releases moisture. This is a natural transformation of the wood during its life and is not considered a defect
- (b) Exposure to objects that scratch the finish causing excess wear and tear like rocks, sand and other abrasive materials.
- (c) Exposure to moisture where the ends of the lumber begin to darken and discolor (this is clearly an over exposure to excess moisture).
- (d) Excessive exposure to low or high humidity outside the acceptable indoor relative humidity range (which is considered between 35% indoor relative humidity to 65% indoor relative humidity) as all wood flooring must be installed in a climate controlled environment.
- (e) Excess moisture from a subfloor or any other source above or below where this moisture or water has settled below in the sub floor. Subfloors should always be reasonably dry and tested through the entire thickness of the floor from top to bottom and tested with a moisture meter. The results of this test should be between 6% and 9% moisture content prior to the installation of Smartwood. As a pre-installation requirement all sub floors should be tested and the case of a concrete slab, all slabs should be tested on surface as well as in the center by the drill core method. All slab moisture should be consistent throughout and measure between 6% and 9% moisture from outside to in.
- (f) An exclusion in Smartwood's warranty shall apply when upon physical inspection of any part of Smartwood's core base, a moisture meter reading measuring greater than 20%, with a wood moisture meter, voids the Smartwood's warranty. It is understood that Smartwood flooring out of the box measures 15% to 18% moisture with a moisture meter at it's core. Any infiltration of excess water whether from below, above or otherwise over a long period of time usually settles in the subfloor and thus may or may not transfer into the Smartwood core. It is also understood that Smartwood wood layer is wood and that over a period of time, Smartwood may or may not react to this excess subfloor moisture. Transfer of any excess site

condition moisture through the Smartwood core may or may not create a change in the physical appearance of Smartwood flooring. If a change is detected, this change may come in the form of bubbles, delamination, black mold and expansion of the veneer in the form of crowning, cracking and discoloration depending on the amount of excess moisture or water. All these reactions under these circumstances are considered outside of Smartwood's warranty.

- (g) Any deformation of the wood layer caused by excess longstanding moisture or water.
- (h) Any use of leveling materials where such leveling materials have not had proper time to completely dry.
- (i) Seasonal dimensional changes, as wood is a natural product and may experience slight dimensional changes immediately after installation and during normal environmental changes; For example, slight gaps during the dry season after installation is considered normal, or

changes in appearance of the Smartwood Flooring or any part or component of the Smartwood Products, including by fading or discoloration, due to exposure to direct or indirect light or moisture. This is due to the fact that Smartwood flooring products are made of natural wood, which reacts to direct and indirect light and different atmospheric conditions and, therefore, a change in appearance is a natural occurrence in wood products and not a defect.

Without limiting paragraph 4.1, the express warranty in paragraph 3 will not apply to defects or other issues with Smartwood flooring products when:

Smartwood flooring is installed with any appearance defects. It is understood that all wood flooring has some defects, as they are natural and sometimes inherent in the product. In the case where defects are obvious or not, it is 100% the responsibility of the installer to look over each piece to ensure the individual boards are acceptable prior to setting in Smartwood adhesive. If Smartwood flooring is installed and later found to be not acceptable due to defects in appearance, which includes but not limited to lipping, chips, damaged corners, cracks, scratches in the finish, lack of stain in areas or any other obvious defects, discolorations or lack of consistency from one board to the next is 100% the responsibility of the installer to see and not set in adhesive.

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4.2 Smartwood flooring requires installation using a full spread glue method of Smartwood adhesive and therefore requires proper application in accordance with your local flooring association for "spreading glue under wood flooring." Please take care as any hollow sounds are clearly lack of full glue spread contact but may or may not be considered acceptable depending on your local flooring association's requirements. It is understood that less than 100% coverage under the board does not necessarily mean the board is applied improperly but regardless is the installer's sole responsibility. Smartwood's warranty excludes the following:

- (a) Tampering or repair work carried out by persons other than repairers authorized by Smartwood;
- (b) Damage to Smartwood products caused during shipping or in transit;
- (c) Alterations or modifications made to Smartwood products;

- (d) Smartwood products being maintained other than in accordance with Smartwood's recommended maintenance procedures;
- (e) Smartwood products being installed other than in accordance with Smartwood's recommended installation procedures;
- (f) Indentations or damage to Smartwood flooring products caused by any heavy or sharp objects;
- (g) Misuse or abuse of the Smartwood products;
- (h) Failure to follow any instructions or procedures in relation to the installation, maintenance, use or protection of Smartwood flooring products as recommended by Smartwood at the relevant time of such installation, maintenance, use or protection, including as recommended in any publication or document issued by Smartwood in relation to Smartwood flooring products;
- (i) Any circumstances beyond the reasonable control of Smartwood;
- (j) Exposure of Smartwood flooring products to excessive heat, dryness or moisture in the form of excess water saturation; excess water saturation may or may not be characterized by long term standing water causing the ends of the boards to blacken or darken in appearance or slight linear cracks in the ends of each board. Blackening of the ends of the flooring is usually indicative of water infiltration.
- (k) Scratches to the surface of Smartwood flooring products as this is indicative of sharp objects being dragged across the floor;
- (l) Normal 'wear and tear' of the Smartwood flooring products; or
- (m) Defects in the sub-floor onto which the Smartwood flooring products are laid.
- (n) The "Green House effect," caused by higher heat in a closed environment due to lack of circulation and proper air conditioning (usually in new construction). Proper ventilation and air flow is required as moisture within new construction products releases and flows from higher concentration (in those materials) to lower concentration, (in the kiln dried veneer of Smartwood), causing a slight doming effect in the flooring. This is not warrantied.
- (o) Lack of a climate controlled environment at any time while Smartwood is installed.

5. Express warranty claim procedure

5.1 To make a claim under the express warranty, the purchaser should download a copy of the express warranty claim form at www.smartwood.com and send the completed Express Warranty Claim Form: (a) by email to warranty@smartwood.com; or (b) by post (at the purchaser's expense) to Smartwood USA's business address at 14651 Biscayne Blvd. #306 N. Miami, FL 33181 USA during the relevant warranty period as specified.

5.2 If Smartwood flooring products to which the express warranty claim relates have been installed, the purchaser must provide Smartwood with access to the installation site at times nominated by Smartwood (acting reasonably) to enable Smartwood to inspect the installed Smartwood flooring at the installation site.

5.3 If Smartwood products to which the express warranty claim relates have not been installed, the purchaser must return the relevant Smartwood flooring free from scratches and damage caused by removing Smartwood from it's box for inspection by Smartwood at the purchaser's cost and expense, within a reasonable time as determined by Smartwood.

- (a) The use of solvents or improper cleaning compounds on Smartwood flooring products;
- (b) Subfloor flatness is recommended at a plus or minus of 3mm over 3 meters radius or 3/16ths of an inch over 10 foot radius. Adhesive must have full coverage on subfloor and no less than 75% coverage is recommended on the underside any one board depending on your local wood flooring recommendations.

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The purchaser is responsible for all costs incurred by the purchaser in making a claim under the express warranty set out in paragraph 3. A claim under the express warranty in paragraph 3 can only be accepted by Smartwood given notice in writing to the purchaser. Any discussion, regardless of content, with Smartwood's staff or representatives cannot be construed or interpreted as acceptance of an express warranty claim.

If Smartwood rejects a claim made under the express warranty in paragraph 3, Smartwood may (but is under no obligation to) provide reasons for the rejection.

Replacement or repair

If any of the Smartwood flooring products fail to comply with the express warranty in paragraph 3 and the purchaser makes a claim under that express warranty which is accepted by Smartwood, Smartwood will, at Smartwood's election:

- (a) Repair the non-complying Smartwood flooring products;
- (b) Resupply Smartwood flooring products;
- (c) Pay the cost of resupplying Smartwood flooring products; or
- (d) Refund to the purchaser the purchase price paid for the non-complying Smartwood flooring products.

If a claim is made under the express warranty in paragraph 3 in respect of a particular Smartwood product in which Smartwood no longer stocks, or has insufficient stock of, then any replacement Smartwood flooring products supplied by Smartwood will be as close to the type and color match of the relevant Smartwood flooring product as is possible at the time, given Smartwood's then current product range.

If a claim in respect to Smartwood's Products is made under the express warranty in paragraph 3 the liability of Smartwood for any breach of the express warranty or Consumer Guarantees will be limited, at the option of Smartwood, to:

- (a) The replacement of Smartwood flooring products or the supply of equivalent goods;

- (b) The repair of the Smartwood flooring products;
- (c) The payment of the cost of replacing Smartwood flooring products or of acquiring equivalent goods; or
- (d) The payment of the cost of having Smartwood flooring products repaired.

General

The rights of a purchaser under the express warranty in paragraph 3 are personal to the purchaser and cannot be transferred or assigned.