

Product Warranty

This warranty acknowledges certain rights of the purchaser of Smartwood flooring products. For this warranty to be in effect certain conditions must be met and adhered to:

1. Smartwood flooring must be paid in full, including proof of such payment and purchased directly from: Smartwood International LLC of 13611 S. Dixie Hwy. Miami FL. 33176 or from an authorized Smartwood flooring dealer only.
2. Any and all Smartwood Engineered products (Smartwood flooring) must be installed with Smart-step adhesive only.
3. All Smartwood flooring must be installed in accordance with local laws and applicable regulations.
4. All Smartwood flooring must be installed as per the manufacturer's installation instructions.
5. Smartwood flooring must be installed and used for a purpose of which the industry deems as "normal and customary".
6. Documentation of transfers of ownership from the original purchaser to the end user must be maintained and submitted to Smartwood International LLC within a reasonable period of time, complete with names of responsible persons, and points of contact.
7. The Warranty period of Smartwood flooring begins on the original date of delivery.

As well as the above conditions being met and adhered to, certain acknowledgements may be made by Smartwood, the buyer, and any subsequent owners.

1. Wood is a natural material, with many natural variations. While Smartwood International will make all reasonable efforts to match colors, textures, grain patterns, etc. to the original samples and original specifications, a certain amount of variation is to be expected. It is the responsibility of the installer(s) to take these variations into consideration when installing Smartwood flooring. None of these variations are to be considered defects.
2. It is well understood that certain woods are more photo-sensitive than others when exposed to light over time. This effect tends to change the wood's color over time and may require moving rugs and other things that cover certain areas of the floor. This characteristic is inherent in the wood itself and in no way is the responsibility of Smartwood flooring.
3. With the possible situation of defects or other failure of Smartwood flooring, Smartwood International must be given reasonable and unobstructed access to the installed flooring in question. It is not the responsibility of Smartwood International to inspect, access, repair, or replace any flooring for which they were not given full access.

In addition to any rights or remedies offered to a purchaser in respect to Smartwood Products, Smartwood also offers the following warranty as it pertains to protective coating.

DiamondTech pre-finished coating is available on certain specific Smartwood products and 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:

- a. Fifty years from the date of delivery to the original purchaser in the case where Smartwood flooring is installed in a residential premises and 7 years when Smartwood flooring is installed in commercial premises. "Commercial premises" is defined according to Smartwood for the purposes of this warranty as any obvious commercial application and/or any multi unit residential construction application where multiple units are installed in the same building.
- b. The benefits given to a purchaser above under this warranty in section (a) are only applicable where more than 5% of the room is effected. Floor wearing through 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.
- c. All other Smartwood flooring not specifically indicated with DiamondTech finish will be considered having a 5 year residential and 1 year commercial warranty unless clearly indicated on the original purchaser's receipt.

1. Circumstances where express warranty does not apply:

- 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 30% indoor relative humidity to 85% indoor relative humidity) as all wood flooring must be installed in a climate controlled environment.

Product Warranty

e. As a pre-installation requirement, all subfloors should be in accordance with "Smartwood Installation Instructions". It is understood that any application not clearly defined in Smartwood's installation instructions reverts back to the NWFA guidelines for engineered flooring.

f. Any deformation of the wood layer caused by excess longstanding moisture or water.

g. Any use of leveling materials where such leveling materials have not had proper time to completely dry.

h. Seasonal changes; wood is a natural product and due to seasonal changes it may experience slight dimensional changes after installation and during normal environmental changes; for example, slight gaps during the dry season after installation is considered normal. Changes in appearance of Smartwood flooring or any part or component of Smartwood products, including fading or discoloration, due to exposure to direct or indirect light or moisture is not considered a defect.

Without limiting section 1, this warranty will not apply to defects or other issues with Smartwood flooring products when:

Smartwood flooring is installed with any appearance of 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 the sole 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 is 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 the sole responsibility of the installer and not covered under this warranty.

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:

- Tampering or repair work carried out by persons other than repairers authorized by Smartwood;

- Damage to Smartwood products caused during shipping or in transit;

- Alterations or modifications made to Smartwood products;
- Smartwood products being maintained other than in accordance with Smartwood's recommended maintenance procedures;
- Smartwood products being installed other than in accordance with Smartwood's recommended installation procedures;
- Indentations or damage to Smartwood flooring products caused by any heavy or sharp objects;
- Misuse or abuse of the Smartwood products;
- Failure to follow any instructions or procedures in relation to the installation, maintenance, use, and protection of Smartwood flooring products as recommended by Smartwood;
- Any circumstances beyond the reasonable control of Smartwood;
- 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.
- Scratches to the surface of Smartwood flooring products as this is indicative of sharp objects being dragged across the floor;
- Normal 'wear and tear' of Smartwood flooring products;
- Defects in the sub-floor onto which Smartwood flooring products are laid.
- 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 warranted.
- Lack of a climate controlled environment at any time while Smartwood is installed.

SMARTWOOD FLOORING LIMITED PRODUCT WARRANTY

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

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

Replacement or repair

If any of Smartwood flooring products fail to comply with the warranty and the purchaser makes a claim under that 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.

In the event a warranty claim is approved, Smartwood International LLC has the sole and exclusive right to remedy as stated in bullet points a), b), c) and d) of the "repair and replacement" section paragraph above.

If Smartwood no longer stocks, or has insufficient product stock, then replacement products 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.

General

The rights of a purchaser under the warranty cannot be transferred or assigned.

Warranty Claim Procedure

A proper and timely warranty claim form must be submitted to Smartwood International LLC. This warranty claim form can be found on their website www.smartwood.com or by requesting one through mail or phone to:

Smartwood International LLC
13611 S. Dixie Hwy., Ste 458 Miami, FL 33176
(877) 96 SMART / (877) 967-6278

If all of the above conditions, requirements, and acknowledgments are met, and Smartwood flooring exhibits unexpected and excess wear, loss of finish, peeling, bowing, buckling, or any other failure for which the flooring is intended, then Smartwood International shall be responsible for the repair or replacement of that flooring material.

It is stated here and acknowledged by the buyer, any and all owners, and the end user that Smartwood International shall have sole discretion of criteria, and reasons, for whether a defective floor is to be either repaired or replaced. This discretion is absolute and may take place within the same field of repair or not. It is also acknowledged that Smartwood may at any time change method of repair or opt from repair to replacement of Smartwood flooring materials.