

5 Year Heavy Limited Commercial Warranty

HEAVY COMMERCIAL LIMITED WEAR WARRANTY

Dezign North America manufactures all of its flooring under the strictest of quality controls. Being a quality manufacturer, Dezign North America wishes to back its products with a clear warranty that applies to the original purchaser and the original site of installation only. This warranty covers all Dezign North America solid and engineered wood flooring manufactured after 01 September 2007 and purchased from a Dezign North America Authorized Dealer in the USA or Canada. Closeouts, seconds, factory specials, and any other flooring sold "as is" are excluded from this warranty.

This warranty applies to the original purchaser and the original site of installation only. It covers Dezign North America Laminate flooring that is used in a light commercial environment, such as business offices, clothing and/or toy stores or other non-food retail stores.

Pre-installation warranty

It is the duty of the installer to inspect all flooring before installation. If before or during inspection the installer or buyer feels the floors is the wrong color, improperly manufactured, has finish problems, is off-grade or is the wrong gloss level, he/she should NOT install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will the accepted for flooring which is visibly wrong if such flooring is installed. Installed flooring is deemed to be visibly acceptable.

5 Year HEAVY Commercial Warranty

Dezign North America warrants, to the original owner/purchaser, that the floors will not wear through or separate from its multi-ply, for a full 5 years from the date of purchase. This heavy 5 year warranty applies to applications where normal, light commercial and residential traffic conditions apply. This warranty excludes any indentations, scratches or surface damages caused by lack of proper maintenance, misuse, negligence, spiked heel shoes, water, erosion, pebbles,

sand, other abrasives or insufficient protection on furniture. Changes in gloss level are not covered under this warranty, as over the course of time it is normal for overall gloss levels to change.

Lifetime Structural Warranty

Dezign North America warrants its products, in their original manufactured condition, to be free from defects in lamination, assembly, milling, dimension and grading. Structural Integrity means that products will remain free from defects in lamination, assembly, milling, dimension and grading for as long as the original purchaser owns the home or commercial flooring.

Any exposure to extreme humidity (whether from a wet sub-floor or flooding) or extreme dryness (less than 35% relative humidity) could result in damage to the laminate flooring and wear layer. If such situations do occur, they are not covered by this warranty.

Dezign North America **Office:** Email:

paige@dezignnorthamerica.com

Warranty exclusions and conditions

THESE WARRANTIES PROVIDE NO EXPRESS OR IMPLIED COVERAGE AGAINST:

- SCRATCHES, INDENTATIONS, MARKS, STAINS OR OTHER DAMAGE CAUSED BY NEGLIGENT OR ACCIDENTAL EXPOSURE TO PEBBLES, GRIT, SAND OR OTHER ABRASIVES, PETS, INSECTS, HIGH HEELED OR CLEATED SHOES, FIRE, PRODUCT SPILLS, EXCESSIVE MOISTURE, HEAT OR DRYNESS;
- CHANGES IN COLOR DUE TO EXPOSURE TO LIGHT: VARIATIONS IN COLOR, TONE, GRAIN PATTERNS AND OTHER NATURALLY OCCURING CHARACTERISTICS OF HARDWOOD;
- PROBLEMS ARISING FROM FAILURE TO FOLLOW MANUFACTURER'S WRITTEN INSTALLATION, CARE AND MAINTENANCE INSTRUCTIONS;
- EXPANSION AND CONTRACTION BETWEEN BOARDS OR ANY OTHER PROBLEMS ARISING FROM BY INPROPER HEAT AND HUMIDITY LEVELS;
- DAMAGE DUE TO EXPOSURE TO EXCESSIVE MOISTURE FROM ANY CAUSE OR SOURCE;
- Dezign North America EXPRESSLY EXCLUDES AND WILL NOT PAY CONSEQUETIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY. BY THIS DEZIGN MEANS ANY LOSS EXPENSE, INCONVENIENCE OR DAMAGE OTHER THAN TO THE WOOD FLOOR.

Dezign North America neither assumes nor authorizes any other person or entity to assume for it any other obligation in connection with the sale of this product. This warranty is the complete and exclusive expression of our warranty and is in lieu of all other express and /or statutory warranties. Any implied warranties, including but not limited to the implied warranties,

merchantability and fitness for a particular purpose are limited in duration to the duration of this express warranty. Some states do not allow limitations on how an implied warranty lasts, so the above limitation may not apply to you. Dezign North America's obligation under this warranty shall be limited to, at its options, providing replacement of shortages, exchange of disputed product, or refund of purchase price for flooring with visible flaws returned to Dezign North America prior to installation. For flooring with delamination and finish problems which occur after installation and not visible prior to assume no liability for incidental or consequential damages. However some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. The sole purpose of the purpose of the remedy provide herein is the replacement /repair of disputed products of refund of purchase price. This remedy shall be the buyer's exclusive remedy, and shall not be deemed to have failed of its essential purpose so long as Dezign North America is willing to replace /repair such disputed goods or refund the purchase price. This warranty does not apply to any products designated as seconds, special or non standard items. Any product or products so designated are sold "as is". In order to get performance under this warranty, the person seeking performance should first contact the dealer from whom they purchased the flooring. You may also contact Dezign North America directly by Email: glenda@dezignnorthamerica.com.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. The failure of either party to enforce any of the provisions of this agreement shall not be construed as a waiver of such provision or of the right of any party thereafter to enforce each and every provision.