

VAN SPEIJCK EXCLUSIVE BV WARRANTY INFORMATION

Van Speijck's commitment to quality and confidence in our products, allows us to offer a warranty on our hardwood flooring. Under this warranty, Van Speijck will, at its own discretion, either replace or repair manufacturing defects of any product covered by this warranty and subject to the following conditions and exclusions. This warranty includes manufacturing defects caused during manufacture, grading, and factory applied finishes. Repair or replacement is the sole remedy.

Van Speijck will adhere to all design specifications with regards to species, grade and construction of materials requested. Since wood is a product of nature, the grain and character will vary between individual boards.

When Van Speijck creates a custom sample or pre-production sample, we are attempting to provide a fair representation of the color, tone and texture. Due to the handcrafted nature of our product, these features will vary from board to board, and Van Speijck cannot guarantee to hold the exact color, tone and texture throughout the entire job due to the natural characteristics of each piece of wood.

GRADE & STRUCTURAL DEFECT

Hardwood flooring is manufactured from natural materials and includes the character and imperfections common to all natural materials. Certain industry standards have been defined by the industry to assist the end user in selecting a product that meets their requirements. This warranty covers any manufacturing defects, grading errors, or defects from the finishing process in excess of the industry standard defect allowance of 5%.

Damage which occurs during shipping, because of improper moving, or improper handling during installation is expressly excluded. This warranty does not cover Rustic Grade flooring, closeout material, or "as is" materials. In addition to the 5% manufacturing defect tolerance, the customer shall order 5%- 7% in addition to the actual square footage needed as allowance for cutoff or waste. For patterned, ornamental or floors with a specific saw grade request (e.g. rift only) the cut-off or waste can be higher.

HYBRID FINISH

Van Speijck's Hybrid finish treatments carry a limited lifetime warranty when properly maintained. This warranty is for residential and commercial applications. By following Van Speijck's recommended cleaning and maintenance program and using only the prescribed products. Van Speijck Exclusive BV factory authorized cleaning and maintenance kit, the natural finish is warranted against wear-through for the lifetime of the floor. In addition, this finish can be easily repaired should any minor scratches or blemishes occur by following Van Speijck Exclusive BV cleaning and maintenance program. Please contact your authorized Van Speijck Exclusive BV dealer or distributor for proper care and maintenance products. Installation and Care & Maintenance Instructions are published on our website at www.vanspeijck.com

EXCLUSIONS & LIMITATIONS OF OBLIGATIONS

This Warranty will not apply and Van Speijck Exclusive BV will have no obligations in the event of:

- Improper application or maintenance. All application and maintenance must be in accordance with the instructions outlined by Van Speijck Exclusive BV and/or the finish/treatment manufacturer. Use of floor maintenance products not specified by Van Speijck Exclusive BV in the Care & Maintenance Guidelines may damage the finish including the use of unauthorized pads and applicators not specifically designed for use with these finishes or treatments.
- Damage due to water or other liquids including but not limited to, saturation such as a leaky faucet, broken pipe, wet-mopping, spills or standing water.
- Any and all damage caused by misuse, abuse or accidents is expressly excluded from this Warranty. This includes, but is not limited to, damage caused by heavy furniture or equipment impact, scratches, scarring or liquid stains, stains by pets, sharp or pointed objects or worn-out shoes, by exposure to ultraviolet light or the use of any cleaning or maintenance products not specifically recommended by the manufacturer or those outlined as "not recommended" in the Van Speijck Exclusive BV Care & Maintenance Guidelines.
- Refusal to allow Van Speijck Exclusive BV or its designee to conduct inspections of the finish subject to a claim and described below invalidates this Warranty.
- In the unlikely event of a claim under this Warranty, Van Speijck Exclusive BV or its designee reserves the right to conduct inspections of the structural status and finish subject to the claim. These inspections may be carried out at any time after a claim has been filed. During this time, Van Speijck Exclusive BV and its designee have the right to conduct as many inspections as needed to establish proof of claim.



FLOORING INSTALLATION / CUSTOMER'S RESPONSIBILITY

Prior to installation of solid flooring the owner or installer shall allow the flooring to properly acclimate inside the residence for a period of not less than seven (7) days for solid flooring. For engineered flooring, a period of not less than 72 hours. Failure to properly acclimate flooring prior to installation will void the warranty. Refer to Van Speijck Exclusive BV Installation Instructions or the NFWA (National Wood Flooring Association) Installation Guidelines for proper acclimation requirements and procedures.

Prior to installation, the owner or installer shall test the moisture content of the flooring material and the subfloor. Flooring shall not be installed if either material is above 11% moisture content or if the difference in the moisture content between the materials is greater than 2%. Van Speijck Exclusive BV will not be responsible for jobsite conditions and cannot honor any warranties if those conditions are not in compliance with National Wood Flooring Association (NFWA) standards.

The owner or installer must, prior to installation, inspect the flooring for adherence to grade and absence of manufacturing defect. Once a board has been nailed or otherwise installed it is deemed acceptable by the owner and/or installer and they waive any and all claims against the manufacturing defect, finishing defect, or grade. It is the installer's responsibility to cull boards with defect, regardless of cause. Boards having apparent defect should be set aside and will be considered part of the industry accepted 5% defect allowance. In such situations, Van Speijck Exclusive BV liability is limited to replacement of defective material in excess of 5% of the square footage purchased, excluding the cutting allowance. Van Speijck Exclusive BV will not be responsible for labor or installation costs.

If you are dissatisfied as to grade, finish quality, or milling quality, STOP the installation immediately and contact your dealer.

WARRANTY EXCLUSIONS & LIMITATIONS

This warranty is limited to the original purchaser and is non-transferable. When making a claim, proof of purchase or a receipt is required. This warranty is limited to the flooring which has been installed and used for strictly residential uses. Radiant heat & commercial warranties are addressed on individual basis.

The warranty against wear excludes damages caused by water or use of wet cleaning tools. Damage caused by lack of maintenance or negligence, marks or scratches from heavy blows, furniture, house pet's nails, high heel shoes, rocks, sand or other abrasives, along with lack of prevention and protection and excessive environmental condition are not covered under this warranty.

Other exclusions include but are not limited to: 1. Indentation, scratches, stains, pet stains or damages caused by negligence, water, erosion, insects. 2. Damage due to failure to follow all manufacturers' specific written installation instructions. Damage due to improper maintenance, insufficient maintenance, misuse, or improper modifications not authorized in our written instructions. 3. Any normal deterioration due to wear and/or exposure, including fading due to sunlight exposure, any variance in color shade of original product resulting from variation in amount of stain absorbed by the wood during manufacturing. Variation in grain or density of wood will affect the amount of stain absorbed. This is not a product defect.

Also, worn floor must cover more than 10% of the floor surface. Moreover, Van Speijck Exclusive BV cannot guarantee its finishes against darkening or fading due to normal wear. Discoloration from the sun is not covered under the warranty. To protect hardwood floors, it is recommended that felt pads, which should be cleaned and changed frequently, be glued to the bottom of furniture legs and bases. Rugs should be used in doorways, high traffic areas and places where water may be a problem. Discoloration and damage due to water prone areas such as sinks, showers and tubs is excluded along with potential stains and damages from pets.

Wood expands and contracts with seasonal changes in temperature and humidity. Even when properly installed, slight gaps between boards may appear. These are normal and are not considered a defect. These gaps are not included under warranty. Damage caused by low or extremely high humidity is not covered under warranty.

This warranty does not cover damage sustained from transportation, storage, handling, or installation by any other cause not expressly covered by the warranty as described herein. This warranty does not cover labor cost or any losses or expenses incurred as a result of a covered defect. The responsibility of Van Speijck Exclusive BV under the terms of this warranty is limited to, at their discretion, replacing defective products or refunding the affected portion of the floor in question covered under the warranty. No Van Speijck Exclusive BV distributor, retailer, agent, salesperson, or representative is authorized to modify, in any way, the conditions or duration of this warranty.

This warranty specifically replaces and excludes any other warranty in relation to Van Speijck Exclusive BV including the legal warranty in jurisdiction where exclusion of such warranties may be provided for by law. Under no circumstances may the product buyer exercise any type of recourse whatsoever against Van Speijck Exclusive BV except for conditions specifically for this warranty.

WARRANTY CLAIM PROCEDURE

If you wish to place a claim under warranty, first contact your authorized Van Speijck Exclusive BV dealer or distributor where the flooring was purchased.

Claims must be filed in writing within one (1) month of appearance of defect. Van Speijck Exclusive BV reserves the right to inspect the product. No alteration, replacement or repair may be carried out prior to the inspection period. Failure to comply with this stipulation will render the warranty null and void.

This warranty applies only to the original purchaser and is not transferable. There are no other Warranties, expressed or implied, including merchantability or fitness for a particular purpose, other than those listed within this Warranty. No retailer, installer, dealer, distributor, manufacturer, agent or employee has the authority to increase the scope or alter the terms or coverage of this Warranty.

Under no circumstances shall The Van Speijck Exclusive BV Company be responsible for any claim, loss or damage arising from the purchase or use of its products that seeks to recover special, indirect, incidental, consequential, punitive or exemplary damages or attorney's fees regardless of the theory of recovery and without limitation.

All claims submitted consistent with this Warranty require evidence of the purchase date and identity of the original purchaser along with proof of maintenance.

CHAIN OF CUSTODY DISCLAIMER It is the responsibility for all parties involved in the acquisition of this flooring material to pass this document along to the installer and the end user. This includes but is not limited to retailers, dealers, distributors, designers, architects or other specifiers.

THIS DOCUMENT SUPERSEDES ALL PREVIOUSLY DATED WARRANTY DOCUMENTS

