



MOULDING WARRANTY

OWNER/INSTALLER RESPONSIBILITIES

There are no warranties that extend beyond the description provided within this document. These warranties are given in lieu of all other warranties. There is no warranty of merchantability or fitness for any particular purpose except the express warranties contained within this document. The manufacturer excludes all warranties implied by law or implied by fact which are not expressly set forth. The manufacturer excludes and will not pay any consequential or incidental damages. Repair or replacement is the sole remedy. This warranty is valid only to the original purchasers of the flooring and is not transferable. Any damage caused to the flooring or finishes due to the following will void this warranty.

MANUFACTURING & STRUCTURAL WARRANTY

Unique Wood Products hereby warrants all solid unfinished products to be free from manufacturing defects for a period of 1 year from date of purchase. The purchaser and installer must have inspected each and every part prior to installation. Any defects that could have been discovered by appropriate pre-installation inspection are not covered after installation has occurred. Most mouldings or trim must be installed within 7 days of receipt otherwise warranty is void. This Limited warranty only covers materials that have been handled and installed utilizing recognized standards within the industry as they would apply and including but not limiting any additional instructions contained within this publication. Unique Wood Products maintains the right to first have any parts covered by warranty inspected while determining in its own discretion whether or not the parts are defective. Unique Wood Products will repair or replace parts determined by them as defective once returned to the appropriate warehouse via our RMA process. Alternative arrangement may be made at the discretion of Unique Wood Products for US customers. Unique Wood Products will not be liable for incidental or consequential damages such as, but not limited to, labor, finishing, parts damaged by freight carriers, freight charges, installation, lost profits, lost sales or the like. It is the purchasers' responsibility to ensure that products conform to local building codes.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF Unique Wood Products

ABUSE OR MISUSE

This warranty does not cover damage caused by high heels, sports equipment, furniture, cleaning equipment, sudden impact by hard objects, pet claws, use of abrasive cleaners, or abrasion by any object such as sand or pebbles. Scratches/dents that appear after installation are considered to be normal wear.

This warranty does not cover damage due to insect infestation after the product has left the factory.

WATER DAMAGE

This warranty does not cover damage caused by moisture penetration, flooding, leaking plumbing, overflowed sinks, washing machines, refrigerators, dishwashers, or any similar damage.

LIMITS OF THIS WARRANTY

Any attempt to replace, refinish or repair the floor prior to Unique Wood Products inspection and/or authorized repair actions will void this warranty. No distributor, installer, dealer, agent, sales person or Unique Wood Products sales representative is authorized to change or increase the terms of coverage of this warranty. This warranty is in lieu of all other representation, collateral agreements, conditions or warranties of any kind, whether expressed or implied, including without limitation any condition or warranty as to merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties, which extend beyond the face hereof.

LIMITS ON DAMAGE

In no event shall Unique Wood Products or its suppliers be liable for any direct, punitive, indirect, commercial, economic, incidental, consequential, or special damages resulting from use or loss of use or the performance or non-performance of Unique Wood or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. **UNDER NO CIRCUMSTANCES WILL BE HELD LIABLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCE WILL OUR LIABILITY OR REFUND INCLUDE THE INSTALLATION COSTS OR ANY AMOUNT BEYOND THE SELLERS ORIGINAL COST OF THE WOOD FLOOR.**

ADDITIONAL TERMS

Certain conditions, limitations and exclusions set out in this warranty are not permitted or effective in some states. Some of the conditions, limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law.

EXCLUSIONS OF WARRANTY

Solid Wood Flooring warranty does not cover the following:

Moisture (or Lack of Moisture): Damages caused by moisture (such as leaking pipes, spills, wet mopping, pets, relative humidity, subfloor moisture, etc.) are excluded. Moisture or dryness can cause issues such as face splits, checks, cupping, crowning, warping, buckling, peeling, twisting, or gapping.

Other Site and Environmental Conditions: Defects or damages resulting from extreme indoor conditions (such as extreme heat, radiant heat, or exposure to sand); indentations and scratches (caused by pets, furniture, appliances, tools, heels, toys, etc.); improper maintenance and accidents; misuse and abuse; and any wear that conflicts with the floor care instructions.

Gloss reduction: Fading or loss of gloss of the floor finish is not a product considered a defect. This would be considered normal wear and tear.

Boards Installed with Visible Defects: If any planks were installed with visible defects including visible manufacturing, natural or other defects are not covered. The installer is required to stop installation and contact Unique Wood Products representative for replacement material. Once a defective plank is installed it is deemed acceptable by the installer and not covered under this warranty.

Color and Shade Variations: Whether new or replacement flooring may not always match control samples, printed color photography (including websites and catalogs), existing flooring or other wood products due to natural variations that occur by species, age, exposure to UV/sunlight. These variations should be expected and considered normal of wood flooring.

This writing is the complete and exclusive statement of the warranty and is in lieu of all other express and/or statutory warranties. The manufacturer assumes no liability for incidental or consequential damages, losses, damages or expenses relating other than the floor itself are not covered. Personal damages/costs that may arise while pursuing a claim issue, such as loss from work, hotel costs, meals, storage fees, boarding costs for pets, etc., are not covered. Costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty.

Any and all disputes arising out of the purchase of this product or this warranty shall be subject to mandatory and binding arbitration in Houston TX, pursuant to the rules of the American Arbitration Association. Any jury trials are expressly waived.