

AUSTERE WOOD FLOOR, LLC

LAMINATE AND ENGINEERED WOOD FLOOR LIMITED LIFETIME RESIDENTIAL WARRANTY

EFFECTIVE JANUARY 1, 2011

Congratulations on the purchase of your beautiful new Austere floor! Austere prefinished hardwood floors are crafted to meet the industry's highest quality standards and are carefully manufactured to ensure they are free of defects.

Each board is meticulously inspected before and after the finishing process to make sure it complies with Austere unwavering standards. And because each board varies in color and grain, a Austere floor is as unique as each discerning buyer who wisely selects it.

For installation and floor-care tips, please visit Austere online at www.BuilderElements.com. Additional information can also be found at www.nwfa.org, the National Wood Flooring Association's website.

WHO' S COVERED

As the original purchaser of your Austere floor, you are covered by this warranty. In addition, during the term of the warranty, this warranty can be transferred to any subsequent owners of the property where the flooring was initially installed so long as you register your Austere purchase as described below.

TRANSFERABILITY

This warranty is not transferable unless you register your flooring purchase at www.BuilderElements.com or via telephone at 1-888-922-8453 within ninety (90) days of your purchase. Once registered, we will send you a Austere Certificate.

If you don't receive your Austere Certificate within thirty (30) days of contacting us, please call us at 1-888-922-8453. To file a claim, any subsequent owner will have to present the original Austere Certificate, so it is essential that you store it in a safe place and give it to the new owner if you sell or transfer ownership of your home. No claim by a subsequent owner will be accepted without the original Austere Certificate and proof of ownership of the property.

LENGTH OF COVERAGE

This limited warranty is valid from the date of purchase of the flooring up to 100 years for normal residential foot traffic or 5 years for commercial foot traffic.

WHAT IS COVERED

Your Austere floor is warranted against finish wear from normal household conditions resulting in the exposure of the bare wood.

It is also warranted against grading, finishing and milling defects in excess of

the waste factor. Waste factor is an industry term that refers to an allowance for manufacturing and natural defects in flooring and is represented by a percentage. Accordingly, it is warranted that no more than 5% of the total square footage of your purchase of a domestic species and 10% for exotic species will exhibit any manufacturing or natural defects.

Austere Flooring also warrants the followings:

1. That the product will be free of manufacturing defects.
2. That the product surface will not wear through under normal usage.
3. That the product will not stain.

The following situations apply to the above limited warranty:

- Your claim must be submitted within 30 days after the damage is detected.
- Mail proof of purchase, such as sales slip, which establishes proof and date of purchase, along with a written and detailed description of the claim.
- Austere Laminate and Engineered Wood floor and Engineered floors must be installed using the recommended instructions supplied with the product.

WHAT IS NOT COVERED

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 (and dryness) can cause issues such as cupping, crowning, warping, buckling, peeling, twisting, or gapping. Bathroom and laundry room use is excluded from this warranty.

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 care instructions on www.BuilderElements.com are not covered.

This warranty does not include damage incurred by severe impact, scratching, or cutting, freight damage, fire, flood, or any other damage caused by Acts of God.

Failure to maintain this Laminate and Engineered Wood floor at or near recommended temperature and humidity level can create shrinkage and/or expansion, which are

not covered nor implied in this or any warranty.

Gloss reduction: Fading or loss of gloss is not finish wear and not a product defect.

Within the waste factor: Defects in flooring that does not exceed the waste factor are not covered under this warranty. Consequently, it is a good rule of thumb to add the applicable percentage above to your total square footage when ordering your floor.

Minimum damaged area: The damaged area must be easily visible and cover an area of no less than one square inch. If replacement is necessary this warranty applies only to material.

Poor Installation: For example, damage caused by sub-surface, sub-flooring and jobsite environmental deficiencies; improper transportation, acclimation and storage; and bumps or surface dimples created by nailing machines or staples are not covered. Additionally, damages caused by any advice or instructions that conflict with Austere installation instructions and the National Wood Flooring Association's guidelines (regardless of the source) are excluded from this warranty.

This warranty does not cover wear or damage due to improper installation, cleaning, care, or maintenance in a manner contrary to the instructions provided by Austere Laminate and Engineered Wood floor floors.

Limited liability: Austere Laminate and Engineered Wood floor is not liable for any consequential, incidental, indirect or special damages caused by the purchase, use or inability to use this product. Austere Laminate and Engineered Wood floor Floors disclaims all other expressed or implied warranties including merchantability for a particular purpose.

Non-Traditional Installations: For example, intricate patterns, installations on walls or ceilings and usages for purposes other than flooring (like furniture or countertops) void this warranty.
Boards Installed with Visible Defects: If you see any board with defects DO NOT install it. This includes visible manufacturing, natural or other defects.

Natural Wood Characteristics: Wood flooring is a natural product. As a result, it may change as a result of the conditions to which it is exposed including seasonal and environmental factors. Seasonal gapping due to the wood's expansion and contraction in heating and non-heating seasons may occur. Color changes due to aging or exposure to UV/sunlight may also occur. In addition, natural wood variations from board to board, like differences in grain, color, tone and knots, may exist. Issues relating to these natural wood characteristics are not covered under

this warranty.

Color and Shade Variations: New or replacement flooring may not always match samples, printed color photography (including websites and catalogs), existing flooring or other wood products (such as cabinets, stair railings, trim and moldings) due to natural variations that occur by species, age, growing conditions, exposure to UV/sunlight and other factors. Consequently, , these variations should be expected.

Odd Lots & Third-Party Purchases: An odd lot is flooring that is discounted because it did not pass our rigorous inspection process and is not covered under this warranty. Additionally, only purchases made directly from Lumber Liquidators in store, online or by phone are covered by this Austere Warranty.

Special, Indirect or Consequential Damages: Losses, damages or expenses relating to anything other than the floor itself are not covered. For example, personal damages/costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, kennel costs for pets, etc., are not covered. Further, costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty. Countertops, cabinets, built-in appliances or other fixtures should not be installed on top of your floor and the cost of the removal or replacement of these items is not covered.

HOW TO MAINTAIN YOUR WARRANTY

Follow the Pre-Installation Requirements: Prior to installing a single board, you or the installer must determine the job-site environment and the sub-surfaces meet or exceed applicable industry and product standards. Just a few of these standards state:

- You must comply with all applicable environmental and building codes, regulations and laws.
- Your installation area and subfloor must be dry, stiff and flat within industry standards. Also, use a moisture barrier according to the installation instructions and acclimate your flooring to the area where it is being installed. Once acclimated and before work begins, measure the moisture content of the flooring and subfloor with a moisture meter and document it. The moisture levels between the flooring and the subfloor must be 4% or less for flooring that is up to 2 " wide, or 2% or less for flooring that is over 2 " wide.
- Your installation area must be between 60° to 80° Fahrenheit with a relative humidity between 30% and 50% for at least five days prior to delivery and throughout the life of your floor to ensure optimum performance.

Inspect All Boards for Visible Defects: Boards installed with visible defects are

not covered under this warranty. Accordingly, before installation, you and the installer should examine all boards to ensure they are satisfactory. If any boards are unacceptable due to color, finish, milling or any other reason, it is up to you to determine to use them, hide them in areas like closets, trim off the imperfection, or not install them at all.

Plan on being present during installation to ensure that all required procedures are completed and boards with visible defects are not installed. It is important to inspect individual boards and to frequently step back to observe the “whole picture” before installation is completed.

If quality issues are suspected before or during installation, immediately contact the store where your floor was purchased or call us at 1-888-922-8453.

Touch-ups During Installation: If you or your installer use stain, filler or putty stick for touch-up during installation, they are considered normal practices and procedures in regard to this warranty.

Follow the Austere Installation and Care Instructions: It is your, or the installer’s, duty to make sure the installation requirements found at BuilderElements.com are strictly followed. Care instructions can also be found on the Austere website.

Keep Your Austere Certificate in a Safe Place: If you transfer or sell the property where the flooring is installed, you must give the new owners your certificate or they will not have any rights under this warranty. Additionally, make sure you put all documentation that proves the flooring was properly installed (including results of moisture content testing, receipts for underlayment, etc.) with your Austere Certificate and provide them to the new owner.

WHAT WE WILL DO

If any portion of your floor should fail with respect to this warranty, we will provide a store credit for the purchase price paid for the defective portion of the flooring (excluding any installation costs and labor) in excess of the applicable waste factor mentioned in “What’s Covered.” Unless another resolution is agreed to in writing, a store credit is the sole remedy under this warranty and can be used for store product purchases only. There is no guarantee that the same or a similar product to the original flooring will be available at the time a store credit is issued.

We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring and installation location.

We are not liable for any indirect, incidental or consequential damages as highlighted in “What’s Not Covered.” Under no circumstances will our liability

arising out of or relating to the purchase of your Austere flooring exceed the total sum paid by you for the flooring at issue.

HOW TO FILE A WARRANTY CLAIM

Just visit the store where you purchased your floor, call us at 1-888-922-8453, or follow the email instructions at www.BuilderElements.com. Claims must be submitted within ninety (90) days of the date that the problem with the floor is first discovered. As noted above, to process a claim submitted by a subsequent owner, you must have timely registered your warranty and that subsequent owner must have the original Austere Certificate and proof of ownership of the property where the flooring was installed.

YOUR RIGHTS

The terms above represent the sole and exclusive warranty with regard to your Austere flooring. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. We maintain the exclusive right to alter the obligations and limitations of this warranty.

The Austere Warranty is provided by Woodware Depot, Inc., 4456 Baldwin Ave., El Monte, CA 91731.