



SOLID WOOD FLOORING WARRANTY

Application

This warranty is effective for all Genevieve Hardwood Customs solid wood floors (unfinished and factory finished) covering all widths, thicknesses, species (domestic and exotic), types (standard and reclaimed), and formats including plank, chevron, herringbone, and parquet. **Our warranty extends only to the original purchaser of the solid wood flooring and may be passed on only to the first licensed and insured installer, and/or the first end purchaser/user, and not to any subsequent purchasers of homes or other locations where the flooring is installed.** All Genevieve Hardwood Customs solid hardwood floors are covered under this warranty for 25 years to the original purchaser. The warranty is subject to the limitations and exclusions set forth herein and is the exclusive warranty as to the solid wood flooring purchased and contains the exclusive remedies that will be provided for breach of any warranties whether expressed or implied. No other warranty or warranties not expressly made or confirmed in writing by Genevieve Hardwood Customs shall be binding on Genevieve Hardwood Customs.

Our warranty only applies if the flooring is installed by a licensed and insured contractor in strict compliance with Genevieve Hardwood Customs Solid Hardwood Flooring Installation Guidelines provided with your product (also available at www.genevievehardwood.com). Regular and preventative maintenance must be done on the floor for this warranty to apply. Care should be taken to select a product that will work in the environment in which it is to be installed. For interior application only (interior is defined as an enclosed space with active HVAC control year-round). If there are questions regarding product selection, please consult a wood flooring professional.

Manufacturing, Structural & Performance Warranty

Genevieve Hardwood Customs warrants (only to the original purchaser) against any manufacturing defects that are caused by improper milling, grading, and dimensions. A manufacturing error that does not exceed 5% of the total pieces in the shipment is not considered a manufacturing defect. Genevieve Hardwood Customs warrants that its flooring will remain free from milling, grading, and dimensional defects after installation and for as long as the original purchaser owns the floor. Any question concerning the acceptability of the milling of this product or the correction of this product for a particular application must be addressed prior to installation or enhancement of this product from additional manufacturing, texturing, or finishing.

For factory-finished solid flooring products, Genevieve Hardwood Customs warrants gloss level and color match to Genevieve Hardwood Customs approved physical product samples (or physical sample boards) used by the purchaser to make the solid flooring purchase. While website photos are informative in choosing color, they are intended to only be directional in the



decision-making process (no color claims can be made to the website (or other) photos). Installation of factory-finished solid flooring indicates acceptance of gloss, color, surface texture, grade, milling, and dimensional attributes. For unfinished solid wood flooring, Genevieve Hardwood Customs does not warrant the product against any claims for post-installation treatments including sanding, texturing, stain adhesion, stain color, coating adhesion, coating clarity, coating gloss level, or overall coating system performance (wear, surface scratch, and color change).

Genevieve Hardwood Customs includes fumigation as part of its flooring products manufacturing process

as a preventative measure against the possibility of insect infestation. The fumigation is performed in Huntington Park, California by a State licensed processor in accordance with California and US environmental standards and guidelines. Therefore, Genevieve Hardwood Customs further guarantees its manufactured products are free of insect infestation when delivered to the original owner's facility and/or location. In the unlikely event that evidence of an insect infestation appears within 1 year of delivery to the original owner, Genevieve Hardwood Customs, at its sole discretion, will treat the affected boards or provide like replacements. Genevieve Hardwood Customs reserves the right to contract with a wood flooring expert to inspect the claimed material. If the damage was a result of infestation from site conditions, Genevieve Hardwood Customs will not be responsible for repair and/or replacement.

Genevieve Hardwood Customs solid wood flooring will experience minor contraction and expansion from seasonal changes in most temperate climates. Dimensional changes in the product due to the natural properties of the wood will not be covered by the warranty. These occurrences and/or visual changes in the wood floor will frequently self-correct with seasonal climate changes or under normal environmental conditions. Genevieve Hardwood Customs will not repair or replace a floor due to these natural changes caused by normal environmental conditions.

Installing Genevieve Hardwood Customs solid wood flooring over radiant heating systems can be extremely problematic, thus any solid wood product installed over radiant heating systems is not warranted. Genevieve Hardwood Customs also does not warrant any solid wood product that is glued down or free-floated on the subfloor system.

Warranty Exclusions

In addition to specific exclusions included in the Manufacturing, Structural & Performance Warranty section, the Genevieve Hardwood Customs solid wood flooring warranty does not cover scratches, indentations, or damage to the floor caused by abuse, or damage from any of the following causes (not limited to):



- Abrasives such as sand, grit, pebbles, and dirt
- High-heeled or spiked shoes
- Excessive, concentrated point loads such as piano legs and heavy furniture
- Water exposure from wet mopping, spills, and excessive water events
- Pets
- Wood color changes from sunlight and oxidation
- Installation practices outside Genevieve Hardwood Customs Installation Guidelines
- Poor workmanship during installation
- Surface dimpling/deformation from fastener insertion
- Accidents
- Insects
- Cigarette burns, cigarette ash, cigar burns, and cigar ash
- Improper maintenance practices or products
- High moisture subfloors
- Storage, installation, and in-use relative humidity outside the recommended range of 35% to 55%
- Workstations, rolling chair castors, and furniture
- Alterations to the original product
- Events beyond human control (natural disasters)

Available Remedies

If your solid wood floor fails to perform under this warranty, Genevieve Hardwood Customs will decide what portion of the floor is defective and determine the cause of the problem. Genevieve Hardwood Customs will then, at its option, provide a replacement product.

Warranty Limits

Any attempt to replace, refinish or repair the solid wood floor prior to Genevieve Hardwood Customs inspection and authorized repair actions will void this warranty. No distributor, agent, dealer, salesperson, installer, or Genevieve Hardwood Customs 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.



Damage Limits

Under no circumstances shall Genevieve Hardwood Customs 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 Genevieve Hardwood Customs solid wood flooring or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. Genevieve Hardwood Customs' total liability under this warranty will not exceed the total price paid by the original purchaser for the flooring.

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 in your state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law. Any and all complaints, proceedings, or legal actions related to the interpretation or enforcement of this warranty shall be governed by, and construed and enforced in accordance with, the laws of the State of California, and any lawsuits or other legal actions or proceedings must be commenced and conducted in the County of Ventura, California.

California Law; Arbitration

This Agreement shall be governed and construed under the applicable laws of the State of California. The parties hereto agree that any claim, including claims alleging breach of this warranty, or arising out of or related to the product covered by this warranty, shall be resolved finally through binding arbitration before a neutral, mutually-selected arbitrator, and conducted in the County of Ventura, pursuant to the procedural rules of either the American Arbitration Association or JAMS/Endispute. The prevailing party in any such dispute shall be entitled to an award of fees and costs, including attorneys' fees, as well as all other available forms of relief or damages.