

Engineered and Solid Flooring Warranty

OUR PRODUCTS ARE AVAILABLE EXCLUSIVELY THROUGH LOCAL CERTIFIED RETAILERS, NOT ONLINE. FOR PRODUCTS PURCHASED FROM UNAUTHORIZED SOURCES (ONLINE, OUT OF STATE, AUCTION), THE ENTIRE WARRANTY IS VOIDED. THE PURCHASE WILL NOT QUALIFY FOR WARRANTY CLAIMS, RETURNS, OR EXCHANGES.

READ THIS CAREFULLY: The primary cause of problems with any hardwood floor is moisture, either too much or too little. It is the contractor's / homeowner's responsibility to ensure that the conditions prior to install, as well as for the life of the hardwood floor, meet certain criteria.

Wood Subfloors: The wood sub-floor to which you are nailing or gluing your hardwood floor must have a moisture content (MC) of 12% or less when measured with a properly calibrated pin-type moisture meter and should be within 3% of the measured MC of the hardwood flooring prior to installation. The sub-floor must remain at 12% or less MC throughout the life of the hardwood floor. It is the contractor's / homeowner's responsibility to verify those measurements, and to ensure that the environment, including the crawl-space, is and will remain dry.

Concrete Subfloors: Adequate moisture testing, in the form of a calcium chloride test according to ASTM F-1869 (The moisture emissions from the concrete floor shall not exceed 4 lbs/1000 sq ft/ 24 hours) or probe testing in accordance with ASTM F-2170 must be performed, and the results used to choose the proper adhesive system as per our Installation Instructions. The relative humidity (RH) of the slab must not exceed 75%. If the relative humidity in the slab exceeds 75%, **DO NOT INSTALL any Modern Home Concepts Hardwood Floor until the above parameters are met.** Failure to perform and document the specified test will void this warranty. Failure to use the correct adhesive, as indicated by the moisture test results, may void this warranty.

Environment: Other factors which can affect the MC of the floor, and cause problems, are uncontrolled environmental relative humidity (RH). It is the homeowner's responsibility to install, operate and monitor such systems as necessary to maintain a RH of between 35% and 55%, and a temperature

range of between 60° and 80° F at all times. Failure to ensure a maintain a dry sub-floor and/or crawl-space or failure to regulate environmental RH or temperature as required can lead to excessive cupping, splitting, checking and gapping. Such occurrences will not be covered by any Modern Home Concepts warranty. Modern Home Concepts Hardwood Floors are not recommended for applications such as areas of intense or extremely heavy foot or vehicular traffic, (e.g. department store aisles or airport terminals or industrial floors) and such applications are not covered under this warranty.

STRUCTURAL WARRANTY

Lifetime Limited Structural Warranty for Residential Applications (applicable to Engineered Floors only)

10-Year Limited Structural Warranty for Light Commercial Applications (applicable to Engineered Floors only)

Every Modern Home Concepts Engineered Hardwood Floor is manufactured using our best 100% Select Hardwood core veneers. This process permanently locks the plies together to deliver more dimensional stability and split resistance than ordinary solid flooring. In the event that the plies should separate due to glue bond failure, Modern Home Concepts will, at our option, either: (1) repair the defective plank(s); (2) replace the defective plank(s); or (3) refund the purchase price if we are unable to provide a replacement and repair is not commercially practical or cannot be timely made. For Light Commercial Applications this warranty is limited to 10 years and begins on the date of purchase. Only adhesives approved by Modern Home Concepts may be used for glue-down applications. Glue-down installation using a non-approved adhesive will void this structural warranty.

FINISH WEAR LIMITED WARRANTY

25-Year Finish Wear Limited Warranty for Residential Installations (applicable to Engineered and Solid Floors)

5-Year Finish Wear Limited Warranty for Light Commercial Installations (applicable to Engineered and Solid Floors)

Modern Home Concepts will warrant under normal residential conditions and uses, and providing that Modern Home Concepts' maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the hardwood flooring for a period of 25 years. Modern Home Concepts will warrant under normal Light Commercial conditions and uses, and providing that Modern Home Concepts' maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the hardwood flooring for a period of 5 years. In the event that the finish wears through or peels off of the hardwood flooring, Modern Home Concepts will, at our option, either: (1) replace the affected plank(s); (2) recoat the affected area; or (3) refund the purchase price, for the affected area only, prorated over the remaining life of this limited warranty. This limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. Gloss Reduction and Scratches in the finish are not considered surface wear and are not covered under this warranty. The Limited Warranties for Finish Wear begin from date of purchase.

FLOATING FLOOR INSTALLATIONS

Modern Home Concepts Engineered Hardwood Floors are warranted for floating installations provided installation is done in strict accordance with the *Modern Home Concepts Engineered Hardwood Flooring Floating Installation Instructions*. All Modern Home Concepts Solid Hardwood Floors are not warranted for floating installation.

RADIANT HEAT INSTALLATIONS

These warranties are extended to all ½" thick Modern Home Concepts Engineered Hardwood Floors when installed over radiant heat systems, provided installation is done in strict accordance with the *Modern Home Concepts Engineered Hardwood Flooring Installation Instructions* and ongoing operating floor temperature and room humidity is controlled as detailed therein. Even when these guidelines are followed it is still possible that your flooring may experience some cracks (seasonal checking) on the surface, gapping between boards, or delamination of boards. These symptoms are NOT covered by this warranty. **Modern Home Concepts Solid Hardwood Floors are not warranted for installation over radiant heat systems.** Modern Home Concepts Hardwood Flooring is not warranted for installation over radiant heat systems in commercial applications.

WHO IS COVERED UNDER THESE LIMITED WARRANTIES?

These limited warranties apply to you only if you: (1) are the original consumer purchaser of the Modern Home Concepts

floor; (2) have paid in full for your hardwood floor, and (3) have purchased the hardwood floor for your own personal residential use and not for resale. These warranties are not transferable or assignable.

WARRANTY EXCLUSIONS

Modern Home Concepts Hardwood Floors are not recommended for applications such as areas of intense or extremely heavy foot or vehicular traffic, (e.g. department store aisles or airport terminals or industrial floors) and such applications are not covered under this warranty. Modern Home Concepts Hardwood Flooring is not warranted against indentations, scratches or damages which are caused by neglect, water, wet mopping, erosion, pebbles, sand, other abrasive, misuse, abuse, insufficient protection, insects, pets, and spiked shoes. Failure to follow Modern Home Concepts' written installation or maintenance instructions, not maintaining proper humidity conditions, or any improper alterations of the Modern Home Concepts Flooring voids applicable warranties. Surface checking and/or occasional cracks in the surface due to changes in humidity or dryness as the floor ages are common in natural wood products and are not covered by these warranties. Damage due to water saturation such as leaky plumbing, broken pipes and wet mopping is excluded from the Lifetime Limited Structural Warranty. Maintaining proper humidity is necessary (please refer to installation instructions for suggested range). Minor separations due to seasonal humidity changes are not covered by this warranty. Modern Home Concepts reserves the right to determine, with sole discretion whether any item hereunder is defective or subject to exclusion noted hereby. Exposure to the sun and its UV rays accelerates the oxidation and aging of wood. This can cause the stain and/or wood to fade and/or to change color. We recommend that you rearrange rugs and furniture periodically so the floor ages evenly. Modern Home Concepts takes every reasonable precaution to ensure our solid hardwood flooring is free of wood-boring pests. However, it is not possible to guarantee that solid hardwood flooring is free of wood-boring pests, and Modern Home Concepts does not warrant our solid hardwood floors against infestation by Powder Post Beetles or similar wood-boring pests. Some species such as Black Cherry and Walnut are more susceptible to color change during the aging process. These warranties do not cover damage from the sun and its UV rays. Wood is a natural product containing natural variations in color, tone, and graining. Modern Home Concepts cannot warrant against natural variations in color or any other variations, such as mineral streaks, small knots, and grain variations from plank to plank. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample or model DOES NOT create a warranty of any kind that the goods you

purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed. If you or your installers are not satisfied with our floor prior to installation, simply return the carton(s) to your dealer for a full replacement (Accepting or rejecting the shipment must be done on full shipment quantities only, not carton-by-carton or plank-by-plank).

Responsibility for final inspection and approval falls to the customer and installer prior to permanent installation. Modern Home Concepts is not responsible for any costs associated with repairing or replacing planks with apparent defects after the floor is installed.

The above warranties are the complete and exclusive statement of Modern Home Concepts Hardwood Flooring Residential Limited Warranty and are expressly offered in lieu of all other express and/or statutory warranties including the implied warranties of merchantability and fitness for a particular purpose. Modern Home Concepts assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitations for incidental or consequential damages. In that case these exclusions may not apply to you. This warranty gives you legal rights that vary from state to state. Modern Home Concepts may repair or replace any defective product at its sole discretion. Any attempt to repair, replace or refinish prior to Modern Home Concepts optional inspection will void this warranty. No installer, retailer, agent or employee of Modern Home Concepts (other than claims department) has the authority to increase or alter the obligations of this warranty.

HOW TO MAKE A CLAIM

All claims must be filed by the original purchaser of the flooring material, who must still be the owner of the residence.

To file a claim, first contact the Modern Home Concepts Certified Retailer where the purchase was made, who must submit the claim on your behalf. You will be required to provide information including but not limited to: Your name, address, contact information, date of purchase, contact information for the licensed professional installer, and the original sales invoice showing proof of purchase.

Claims must be filed within the warranty coverage period. Modern Home Concepts reserves the right to have a designated representative inspect the flooring and remove samples for technical analysis. Manufacturer must be given a reasonable opportunity to inspect flooring prior to determining coverage or remedy.

CONTACT US

Questions about your Modern Home Concepts purchase?

Please contact your Certified Retailer or contact us at:

<http://modernhomeconcepts.com/contact-us/>

ANY OR ALL DISPUTES ARISING OUT OF MODERN HOME CONCEPTS HARDWOOD PRODUCTS OR THIS WARRANTY SHALL BE SUBJECT TO MANDATORY AND BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA, PURSUANT TO THE RULES OF AMERICAN ARBITRATION ASSOCIATION. ANY TRIALS BY JURY ARE EXPRESSLY WAIVED.