

Date: 29 NOV 2018

NüWüd (Advanced Composite Technology) Limited Heavy Commercial Express Warranty with Limitation of Liability and Liability of Remedies

DURATO INTERNATIONAL (Durato) DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT. NO WARRANTY SHALL BE CREATED BY ANY DURATO REPRESENTATIVE VIA BROCHURES OR ADVERTISING MATERIAL, UNLESS THAT WARRANTY IS EXPRESSLY SET FORTH HEREIN.

Definitions:

- **Heavy Commercial** - High Foot Traffic areas or areas with extreme daily use (i.e. Shopping Centers, Hotel Lobbies, Hospitals, Assisted Living Facilities, Hi-rise Residential, Rental properties, 1st floor Hallways)
 - Light Commercial - Moderate Foot Traffic (i.e. Medical, Dental, General Offices and Sun Rooms or glass enclosed areas with greater than 3 hours direct sunlight)
 - Residential - Light Foot Traffic (Homes and Condo's that are owner occupied)

Durato as warrantor provide the following limited Heavy Commercial Warranty for the NüWüd Durato product, to the original purchaser for (5) years from the date of purchase ("Limited Warranty Period"), which warranty shall only be good for use of the Product under normal use and service;

- Warranty from Defects- that the NüWüd laminate surface will not wear through, and the NüWüd structural core will not delaminate.
- Warranty from Locking System Failure
- Warranty from Abrasion
- Spillproof and damp mop warranty.

This NüWüd limited Commercial Warranty is subject to conditions described below.

NüWüd should not be installed in saunas, bathrooms or any rooms where there is excessive humidity or potential flooding. NüWüd is approved for High Rise Residential Building's in areas such as: Bedrooms, Living Rooms, Dining Rooms, Foyers and Kitchens.

NüWüd is also recommended for Offices, Retail Spaces, Hospitality Applications, Dormitories, Restaurants, Medical Offices and Educational Facilities.

Warranty Conditions

1) The NüWüd Limited Commercial Warranty is reliant upon the following conditions being met:

- * NüWüd must be installed properly as per written NüWüd Installation Instructions
- * Moisture Tests must be performed to determine if excessive moisture exists in the sub-floor. NüWüd should not be installed over sub-floors with In Situ Probe Ratings (ASTM F2170) exceeding 80%
- * **All NüWüd planks must be inspected for any apparent defects before installation occurs**
- * NüWüd must be acclimated for a minimum of 24 hours in a temperature range of 60F-75F.
- * The subfloor surface must be flat, level and clean (free of contaminants). The maximum allowable subfloor variance tolerance is 3/16" in 10' radius.
- * NüWüd should not be installed over any underlayment not specifically approved by NüWüd
- * NüWüd performs best when installed and maintained in a temperature range of 58°F-80°F and relative humidity range of 30%-50% RH. This Limited commercial Warranty will not be valid if temperature and relative humidity levels exist outside these allowable ranges. Outside of the acceptable ranges may cause some minor creaking as NüWüd has real wood as part of its composite make up.
- * NüWüd must be maintained properly as per NüWüd Maintenance Instructions
- * This NüWüd Limited Commercial Warranty will not cover any damages caused by improper installation, improper maintenance, floods, outdoor use, hydrostatic pressure or any use not in compliance with local regulations and building codes.

2) The flooring must be used only indoors in a dry, climate-controlled area. Homes or commercial installations that are closed without adequate ventilation during hot and humid seasons will exhibit "Closed House Syndrome" where the interior humidity level rises above 90%, increasing the moisture content of the wood products within the home. This condition can cause excessive expansion of any wood based flooring including NüWüd.

Ventilation of these homes is highly recommended. Consult your building contractor for recommendations.

3) The flooring must be maintained in accordance with care and maintenance instructions. Damage resulting from excessively wet maintenance or from using detergents, abrasive cleaners, soaps, waxes or polishes is not covered by this limited warranty.

4) Damage must not have occurred as a result of improper or inadequate maintenance or accidents, such as damage caused by **scratching**, impact or cutting. Damage resulting from the use of rotating beater bars, floor scrubbers, steamers, jet mops, buffers or similar products is not covered by this limited warranty.

5) Surface wear must be readily visible (i.e. approximately 1 square inch). Gloss or sheen change and variations from later product additions or non-warranty repairs are not covered by these limited warranties.

6) These limited warranties do not apply to moisture damage caused by events beyond everyday household spills, including but not limited to, flooding, standing water (water that remains on floor longer than twenty four hours), leaking pipes, mechanical failures or appliance leaks.

7) These limited warranties do not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from sub-floor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.

8) These limited warranties do not apply to flooring installed on a concrete sub-floor unless proper vapor barrier is installed. Please contact Durato for recommended adhesives or vapor barriers. We recommend IXPE or EVA underlayments.

9) These limited warranties do not apply to moldings.

10) Installation of flooring that contains any manufacturing defect or sold as seconds or close outs are not covered by these limited warranties.

How To Make Claims

All Warranty Claims should be made to your NüWüd retailer in writing within 30 days after you first have notice of the claim. In addition, any claim under any of the limited warranties above must be made before the end of the applicable limited warranty period. Proof of

purchase (SKU # and LOT # on side of Box), including the date of purchase, must be presented to make a claim.

Upon receipt of your claim, your retailer will contact you on how to arrange for an inspection of the flooring claimed as defective. The retailer will inspect the affected flooring to determine if the claim is accepted. If the Retailer determines that the Customer has made a claim, the Retailer will forward the information to Durato with a recommendation. Upon receipt of the claim, Durato may: (a) send out an inspector to perform its own investigation of claim, (b) ask for additional information if it determines that the Retailer has not provided sufficient information to make out a claim, (c) approve the claim and either (i) replace the affected flooring or the same or similar flooring, or (ii) refund the Customer the price of the affected flooring, (iii) Durato may not approve the claim and refer to a licensed third party inspector for analysis and determination. The fee for third party inspection and determination is at the expense of the claimant. If the third party inspector deems it a product defect Durato will either repair, replace or refund on Durato sole discretion.

In the event Durato agrees to replace the affected flooring, Warrantor will first use reasonable efforts to provide the same material required to replace the affected areas. If the same material is not available, Warrantor will provide a substitute in equivalent product range from current NüWüd product offerings. There will be a 10% per annum "use related" depreciation of the NüWüd flooring product and Warrantor will provide the replacement material based on corresponding annually reduced amount of affected area. This warranty covers the cost of the defective flooring product, and the shipping associated with obtaining any replacement product, only. The costs and liability for further any associated costs and damages, such as removal of existing flooring, handling of furnishings and installation, is excluded from this warranty and such cost must be paid directly by the Customer.

If the product is professionally installed by a certified installer of Laminate flooring and approved installer from network of Durato Retailers and the product was found to be defective, Durato may agree to pay for reasonable re-installation costs at the sole discretion of Durato.

-Installation Date to within 3 Months - 100% of reasonable re-installation costs agreed by Durato.

-Greater than 3 months to 1 Year - 50% of reasonable re-installation costs agreed by Durato.

-Beyond 1 year - Durato will not pay for re-installation costs but will provide new material

or pay purchase price for material to satisfy approved claim.

Limitation of Liability and Limitation of Remedy

Warrantor's entire obligation to Customer, and Customer's exclusive remedy against Warrantor (and its officers, directors, employees, and agents) for defective Product claims and/or any other liability of Warrantor, directly or indirectly arising out of, or related in any way to the sale of the Product, the use or misuse thereof by Customer, shall be limited to, at Durato's sole choice:

- (1) Replacing any defective Product with the same material or similar Product; or
- (2) Refunding to Customer any payments made for defective Products.

Warrantor's obligations under this Warranty are conditioned upon Customer properly following the claim procedure. Any replacement Products will be warranted for the original Limited Warranty Period.

WARRANTOR SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY (PHYSICAL OR ECONOMIC), INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTIONS RESULTING FROM, OR RELATED TO, OR BASED UPON, DIRECTLY OR INDIRECTLY, THE PRODUCTS, OR THEIR USE OR MISUSE (INCLUDING BUT NOT LIMITED TO BE CUSTOMER OR BY THIRD PARTIES), EVEN IF DURATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.