



Vermont Plank Flooring Warranty

The limited warranties described in this Warranty are subject to the conditions, limitations, disclaimers, and exclusions listed below and are effective for Vermont Plank Floors and finish products. These warranties apply only to our flooring and finish products and do not cover any issues arising from installation.

Lifetime Structural Integrity Warranty:

We warrant to you (the original purchaser) that, for the lifetime of the floor:

(a) Vermont Plank Flooring products in their original manufactured condition will be free from defects in milling, dimension, assembly and grade; and

(b) Vermont Plank Flooring engineered flooring products will not delaminate (i.e. a separation in layers). Please inspect your flooring upon receipt of shipment. As noted below, this warranty will not cover any flooring containing visible defects after it is installed.

Refinishing Warranty:

We warrant to you (the original purchaser) that your Vermont Plank Floor (whether solid or engineered), **may be professionally sanded and refinished a minimum of 3 times** without impairing the general appearance or structural integrity of the floor; so long as proper sanding and refinishing procedures are followed pursuant with the National Wood Flooring Association guidelines.

All warranties begin on the date of shipping.

Purchaser's Responsibilities to Retain Warranty

To maintain coverage under the Lifetime Structural Integrity Warranty, you or your installer should inspect the products carefully before installation for any milling, dimension, or other visual defects. The installer must use reasonable selectivity and hold out or cut off pieces with deficiencies.

NOTE: If you install any flooring with visible or known defects before following the "Warranty Process" described below, you void this warranty.

You and your installer also are responsible for acclimating and installing the floor in an appropriate environment. For most installations, we recommend a climatic temperature within 60 to 75 degrees Fahrenheit, and 35% to 45% humidity level.

To maintain coverage under the Structural Warranty pertaining to delamination and the Refinishing Warranty, you must:

(1) ensure that the flooring is properly installed in accordance with prevailing industry standards; and

(2) properly care for your new floor per NWFA (nwfa.org) guidelines. Because you must show that the flooring was properly installed and maintained to assert a warranty claim, we recommend that you conduct a pre-installation moisture test and keep the results, as well as sales documents confirming your use of adhesives and all maintenance records.

Even though engineered flooring is more stable than solid flooring, it is NOT inert. Hence, like our solid flooring, to retain its structural stability, it needs to be maintained between 35% - 45% humidity. As all our flooring, it needs to be handled and installed per NWFA guidelines, preferably by an NWFA Certified installer. We cannot be held responsible for flooring where these guidelines are not adhered to.

Warranty Process

If you (the original purchaser) believe that the flooring you purchased does not conform to the warranties described in this Warranty, you must submit a claim to us in writing within ten days of receiving your floor. Your claim must be accompanied by your sales slip and, if you are asserting a claim under the Structural Warranty pertaining to delamination or the Refinishing Warranty, you must submit proof of proper installation (e.g. pre-installation moisture test results, sales documentation for recommended

adhesives) and proper maintenance. Vermont Plank Flooring reserves the right to inspect the flooring and remove samples for technical analysis, and to discuss with your contractor and installer the storage and installation of the Vermont Plank flooring.

Vermont Plank Flooring Responsibilities if Covered Event Occurs

If any of the Vermont Plank Flooring product(s) does not meet any of the applicable warranties in this Warranty as you claim, we will provide new stain and/or comparable flooring (of our manufacture and of similar color, pattern, and quality), as applicable, for either the repair of the defective area or the replacement of the finish or floor product, at our option. In the unlikely event that the new finish or flooring fails to meet our warranty standards after a reasonable number of attempts, we will refund the portion of the purchase price for the finish and section of failed flooring. Our warranty only covers our product and does not include any additional costs for the repairs or replacement. These are the exclusive remedies available to you under all Vermont Plank Flooring warranties.

Warranty Limitations

The warranties described in this Warranty do not cover certain events beyond our control. The following is a list of limitations to our warranties not otherwise described in this Warranty. When specific examples are itemized, they are intended to be illustrative of a general category of limitations and are not intended to be exclusive.

Our warranties do not cover:

- Conditions caused by improper use or maintenance, such as:
 - Reduction in gloss, marks scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by spiked or damaged heels and pets.
 - Damage caused by negligence, accidents, misuse, or abuse.
 - Wear caused by dirt, sand or other abrasives, construction traffic, or failure to maintain the floor as required.
- Splits, cracks, grain raising, checking, edge fracturing, splintering or chipping that occurs during or after the floor has been installed and as a result of abuse, misuse, improper maintenance or care, or exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity).

- Natural expansion and contraction resulting in separation between boards or damage, to include cupping and crowning, caused by low or excessive humidity and/or temperature either during or after the acclimatization and installation process.
- Changes in color due to aging, excessive moisture, exposure to sunlight, or Ultra Violet rays (which may cause oxidation of finish/stain).
- Color, shade, or texture variations between samples, printed color photography or replacement flooring and the actual material, or from other flooring or wood products which you wish to match (e.g., cabinets, stair railings, trim, etc.).
- Natural wood characteristics such as variations in grain, color, mineral streaks, knots, and normal color variations from board to board.
- The normal wearing of the finish in high traffic areas, pivot points, and seating areas.
- Noises including, but not limited to, squeaks, popping, etc.
- A product deformity that is not measurable or that is visible only under certain light or from a certain angle. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Products designated as "Close-out," "Specials," or "Overruns." Such products are sold "AS IS," and are without warranty coverage.
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including; but not limited to, uneven subfloor surfaces, floor deflection, or voids in the subfloor.
- Floors damaged by water or subfloor moisture, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping, spills, or natural topographical or weather conditions.
- Damage caused by fire, flooding, and other natural disasters, acts of terrorism, and Acts of God.

PLEASE NOTE: YOU AND YOUR INSTALLER ARE RESPONSIBLE FOR INSPECTING FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR FLOORING WITH VISIBLE OR KNOWN DEFECTS AFTER IT HAS BEEN INSTALLED.

Warranty Exclusions and Disclaimer

No employees or resellers of Vermont Plank Flooring has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties. We exclude, and will not be liable for or pay under the warranties in this Warranty, any and all incidental, consequential, punitive, or special damages. By this, we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. For example, these warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or

supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture. Our limited warranties constitute the only express or implied warranties for the product purchased.

DISCLAIMER: TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES DESCRIBED IN THIS WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW AND CANNOT BE DISCLAIMED, THEN ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

Terms and Conditions

Thank you for purchasing hardwood flooring and related products from Vermont Plank Flooring. These Terms and Conditions apply to the sale of all Vermont Plank Flooring products. Your purchase is your agreement to follow these Terms and Conditions and have them apply to you. We reserve the right to update or change these Terms and Conditions for future purchases at any time without prior notice.

PRICE: Every floor we produce is unique. The price quoted on all proposals is good for 10 days from the date of issuance. We reserve the right to change prices on proposals with notice before acceptance by the purchaser at any time.

PAYMENT: 50% of the invoice price must be paid when you place your order and, because we custom mill all orders, this deposit is NONREFUNDABLE if you decide to cancel your order for any reason. The balance of the invoice must be paid in full with funds that have cleared before the time of shipment. Due to the custom nature of our work, all sales are final.

NOTE: IF YOUR ORDER SHIPMENT DATE IS DELAYED PAST ITS ORIGINAL SCHEDULED SHIPMENT DATE, VTPF WILL HOLD YOUR ORDER FOR 14 BUSINESS DAYS FREE OF CHARGE. AFTER 14 BUSINESS DAYS, YOU WILL BE ASSESSED STORAGE FEE OF \$100 PER WEEK UNLESS THE ORDER IS PAID IN FULL, IN WHICH CASE VTPF WILL HOLD YOUR ORDER UP TO 30 ADDITIONAL DAYS AT NO EXPENSE TO YOU.

TAXES: You are responsible for the calculation and payment in full of all applicable sales or other taxes when due.

SHIPMENT; RISK OF LOSS: We will arrange to have your order shipped by Private or Common Carrier to the address you specify, the costs of which are included in your invoice for you to pay. All shipments are free on board (F.O.B.) Brattleboro, VT. and all risk of loss and title transfer from VTPF to you upon delivery of the goods to the carrier for shipment; however, we will process on your behalf any claims against the carrier if your order is damaged or lost during shipment.

DELIVERY SCHEDULE; STORAGE FEE: We will make all reasonable efforts to schedule shipment of your order on or before the date shown on your invoice. If you postpone the original shipment date by more than 7 business days, and your floor has been completed, you will be charged a storage fee of \$100 per week, unless the final payment is paid in full, in which case we will waive the storage fee for an additional 30 days. Delivery dates are estimates and Vermont Plank Flooring will not be responsible for shipment delays caused by the carrier, your inability to accept the goods on the delivery date or other causes beyond our control (force majeure). Should you not accept delivery on the date agreed upon with the shipping company you will be subject to all applicable redelivery charges, storage fees and charges incurred for the cancelled delivery.

ACCEPTANCE: You must inspect the products at the time of delivery and notify the carrier immediately of any damage, which should be noted on the bill of lading; otherwise, the shipment will be deemed to have been accepted by you. Any discrepancies with the quantity of flooring must be made in writing, within 48 hours of delivery to Vermont Plank Flooring.

SITE CONDITIONS: INSTALLATION: You are responsible for ensuring proper site and storage conditions to avoid damage to the Vermont Plank Flooring products and for proper installation. Vermont Plank Flooring EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR PROBLEMS DUE TO SITE AND STORAGE CONDITIONS, IMPROPER INSTALLATION AND/OR IMPROPER ACCLIMATION FOR THE RELEVANT SITE CONDITIONS.

LIMITED REMEDIES: If our products do not conform to Vermont Plank Flooring's warranties and you meet the warranty conditions, then we will repair or replace the defective products at our option as described in the Warranty. Vermont Plank Flooring is NEVER responsible for any incidental, consequential, special or punitive damages.

SAMPLES: If we provide you with one or more samples, they represent the general quality of the wood flooring you can expect. Wood is a natural product and therefore you should expect variation in the character, actual color, texture, grain, knots and

other features of the final flooring product you purchase. Therefore, the sample is not a warranty or representation and this is not a "sale by sample."

CONFLICTING DOCUMENTS OR TERMS: These Terms and Conditions apply to this purchase and may not be modified or amended except in writing by Vermont Plank Flooring. Any additional or contrary terms proposed by you or contained in any other documentation are expressly rejected. As a manufacturer and supplier, Vermont Plank Flooring is not subject to or bound by any construction contracts or agreements relating to the installation of the flooring.

SEVERABILITY: If any of these Terms and Conditions is determined to be invalid or unenforceable by a court with jurisdiction, then such term will be modified or deleted to the extent necessary to make it enforceable, and the remaining Terms and Conditions will continue in full effect.

GOVERNING LAW: Your purchase and these Terms and Conditions will be governed solely by the laws of the State of Vermont without application of conflict of laws principles.

JURISDICTION/VENUE: Each party hereby irrevocably submits the exclusive personal jurisdiction of the Courts of the State of Vermont and the venue of the courts in Windham County, Vermont. Each party agrees that the Vermont, Windham County courts shall be the exclusive jurisdiction and venue of any litigation or special proceeding to resolve any dispute or claim arising from or related to or connected with this Contract, including any claims based upon statute, common law or rule. The parties hereby waive any objection to such forum based upon venue or forum non conveniens grounds.

ATTORNEYS FEES: In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs, including attorney's fees and costs for any appellate proceedings.

Vermont Plank Flooring

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