

WARRANTY

FOR ALL HAWA BAMBOO & WOOD FLOORING PRODUCTS

Who is covered?

All warranties in this Limited Warranty Guide are given only to the original retail purchaser of our HAWA pre-finished bamboo and/or hardwood flooring products. Our warranties are not transferable.

What is covered and for how long?

The limited warranties described are subject to the product applications, limitations, disclaimers described and are effective for floors purchased from dealers, retailers and/or distributors. All residential warranties run from the date of retail purchase for the applicable period described of for 25 Years. Our flooring products which have been installed within "commercial establishments" carry a 3-Year Limited Warranty. A 5% margin for error and imperfection is an accepted industry standard and shall not be considered a structural or finishing defect under the terms of this warranty.

What are you responsible for under our Warranty?

To be covered under our warranty (except under the Pre-installation Defects Warranty) you need to retain your retail sales receipt and make sure the flooring is properly installed in accordance with our Installation Instruction Guide provided within each carton of flooring (you must keep and provide in the event of a problem all pre-installation tests for sub-floor, flooring and environmental condition performed). You must maintain your floors in a normal environmental condition meaning that the heating and ventilating systems must be working in order for the relative humidity level (in the air) to be between 35% and 65% and a temperature level between 60° to 70° degrees throughout the year. You must also properly care for your floor using our easy to follow Maintenance Instructions provided with each carton. We recommend that you use only no-wax cleaning products made specifically for pre-finished hardwood floor care to preserve your flooring. Use of wax floor care products, soap, water, oil-soap detergent, or any other liquid cleaning material may damage your floor and void this warranty.

What we will do if any of the covered events occur?

If any of the covered events in this Guide occurs within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern and quality), using current local market labor pricing only, for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the

section of failed flooring. These warranties do not include removal or replacement of cabinets or other fixtures. These are the exclusive remedies under this warranty. If a defect or other warranted condition occurs, we reserve the right to verify any claims or defect by the use of a certified inspection service and if necessary, have samples removed for technical analysis.

What is not covered under the terms of this warranty?

- a) All flooring installed in bathrooms with a shower, bath tub or sink, of any size.
- b) Damage caused by fire, flooding and other natural disasters or acts of God.
- c) Damage caused by negligence, accidents, misuse or abuse.
- d) Damage caused by vacuum cleaner neater bar or hard wheels.
- e) Damage caused by appliances, furniture and/or casters.
- f) Damage caused from sharp objects.
- g) Reduction in gloss, scratches or indentation due to normal wear and use, pebbles, pets, construction traffic, or failure to maintain as required.
- h) Color, shade or texture variations between samples, printed color photographs or replacement flooring and the actual material.
- i) Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (cabinets, stairs or trims).
- j) Deficiencies related to sub-floor/floor joist assemblies, sub-floor preparation materials, and fasteners including, but not limited to, uneven sub-floor surfaces, floor deflection or voids in the sub-floor.
- k) Noises, squeaks associated with anything than the mis-manufacture of the flooring.
- l) Naturally occurring wood characteristics such as variations in grain, color, mineral streaks and knots.
- m) Changes in color due to exposure to sunlight, artificial light and age.
- n) Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.
- o) Floors that are installed in other than owner-occupied or tenant-occupied residences.
- p) Commercial installation of residential products.



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- q) Construction or installation related damage.
- r) Floors damaged or adhesive breakdown caused by sub-floor moisture or water damage, including without limitation, due to broken water pipes, flooding, wet-mopping, spills or weather conditions.
- s) Installation defects, including installations made in violation of state or local buildings codes or contrary to the written instructions furnished with the products.
- t) Special characteristics and issues relating to Brazilian Cherry/Jatoba flooring; this species of exotic flooring is sensitive to light/and or oxygen, and over time, will change color, developing a unique patina, meaning it will get darker. Silica/white areas within this flooring, under the finish are a natural occurrence and not to be considered a defect but rather are part of the species. These white areas are due in part to the mineral content of the soil in which the tree is harvested and can not be controlled and can show itself after the floor has acclimated to its installed environment. None of these issues are covered under this warranty.
- u) Any additional charges related to recoat, refinish, replacement or repair of any floor such as cleanup, moving, hotel/motel and/or residential relocation accommodations.

Homeowner and installer are responsible to inspect the flooring prior to installation. We accept no responsibility for liabilities, claims or expenses, including labor costs, where flooring with visible defects has been installed.

None of the distributors, retailers or employees has the authority to alter the obligations, limitations or exclusions under any of our warranties.

We exclude and will not be liable for or pay any incidental, consequential or special damages under our warranties. By this we mean any loss, expense, or damage other than the flooring itself that may result from a defect in the flooring. Our limited warranties constitute the only express warranties for the product purchased.

To the extent permitted by law and for all non-consumer products, all warranties other than our limited warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, are disclaimed.

If any implied warranty arises under state law, any and all implied warranties (including any warranty of merchantability and fitness for a particular purpose) are limited in duration to the duration to the duration of this written warranty, to the extent allowed by law. Some jurisdictions do not allow exclusion or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

What to do if you have any problem?

Contact the retail store from where the flooring was purchased. They can answer any questions you might have and start to process a claim if necessary. Do not contact HAWA Bamboo & Wood Products Corp.; they will be unable to accept your claim and this will only delay the process.

Please keep your sales receipt and all information regarding the claimed defect. Purchase date and proof of purchase must be provided for all claims.

1. We warrant that covered products, in their original manufactured condition, will be free from defects in grading; lamination and assembly as long as the original purchaser owns the floor.

2. Residential Use: We warrant to you, the original purchaser, that for the period indicated, 25 years, the finish on the covered product, will not wear through, and the finish will not separate from the bamboo/wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines.

3. Commercial Use: We warrant to you, the original purchaser, that for the period indicated, 3 years, the finish on the covered product, will not wear through, and the finish will not separate from the bamboo/wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines.

4. We warrant to you, the original purchaser, that the covered products may be professionally sanded and refinished if sanding and refinishing procedures are followed as specified by the National Wood Flooring Association or by NOFMA.

5. We warrant to you, the original purchaser, that for as long as you own your floor, each of our recommended adhesives, will maintain its bond when properly installed with our covered flooring products and when maintained in accordance with our recommended maintenance guidelines.

6. We warrant each of the covered engineered bamboo/wood products, when properly installed with our recommended adhesives according to our Installation Instruction Guide, including proper sub-floor moisture testing, will not release from the sub-floor for as long as you own the floor. This means that prior to installation your sub-floor must be inspected to assure your sub-floor does not exceed maximum allowable moisture levels. To ensure your warranty remains effective, keep your proof of pre-installation moisture test results. If sub-floor exceeds maximum allowable moisture levels, the sub-floor must be allowed to dry or replaced.

7. We warrant that the covered products meet our quality standards. You or your installer should carefully inspect the products before installation for any milling, dimension or visual defects. Since wood is a natural product, there will be a natural variations in color, tone and grain that are not covered by this warranty. The Pre-installation Warranty expires at the time of installation.

8. We warrant to you, the original purchaser, that the covered products (see our Installation Instructions Guide for list of covered products), when properly installed according to our Installation Instructions Guide over radiant heated sub-floors that are engineered for the R-Rating of the wood flooring product, will not buckle as long as the finished flooring surface does not exceed 70° degrees during the life of the floor and the relative humidity levels are maintained between 35% and 65%.

This newly updated warranty replaces any either written, published on our web site or in any carton any/or all other written or previously published warranty is into effect as of August 1, 2008.