

Riviera Hardwood Flooring Limited Warranty for Riviera Collection – UV-Cured Engineered Hardwood Flooring

LIFETIME STRUCTURAL WARRANTY

Riviera ("Manufacturer") warrants to the original purchaser that Riviera Collection flooring ("Material") is free from manufacturing defects in milling and grading for as long as the original purchaser is the owner of the Material. Limitations and exceptions to this warranty are listed below.

25 YEAR RESIDENTIAL SURFACE LIMITED WARRANTY:

The Manufacturer warranties the surface finish on Material purchased for residential applications for twenty-five (25) years after retail purchase date. This warranty covers wear-through, cracks, and/or separation and is valid only if Material is installed in normal residential traffic conditions and all outlined maintenance and installation instructions are followed. Failure to comply with all outlined instructions, installation and maintenance, will result in a null and void warranty.

3-YEAR COMMERCIAL SURFACE LIMITED WARRANTY:

The Manufacturer warranties the surface finish on Material purchased for commercial application for three (3) years after retail purchase date. This warranty covers wear-through, cracks, and/or separation and is valid only if Material is installed in normal commercial traffic conditions and all outlined maintenance and installation instructions are followed. Failure to comply to all outlined instructions, installation and maintenance, will result in a null and void warranty.

WARRANTY ONLY APPLIES TO ORIGNIAL PURCHASER:

All warranties are considered null and void if Material is sold or if the property where Material was installed has a transfer of ownership. All warranties are considered nontransferable.

EXCEPTIONS:

Warranty does not cover damage caused by improper installation. This includes damage to floor due to lack of preparation and jobsite testing prior to Material being installed. Material must be installed by a licensed flooring contractor. Proper acclimation is mandatory, failure to properly acclimate Material will result in a voided warranty.

Warranty does not cover minor gaps between boards due to expansion and contraction. Material is a natural product and this is considered normal. Cupping, crowning, and delamination due to excessive moisture and humidity are not covered under warranty.

Warranty does not cover any damage or defects if consistent indoor temperatures (60°-80°) and relative humidity levels (35%-55%) are not maintained at all times; during acclimation, installation, and all times following installation. Damage as a result of extreme heat, cold, moisture, or dryness is not covered under warranty.

Warranty does not cover damage caused by moisture problems. This includes but is not limited to subfloor moisture, leaks, and wet mopping. STEAM CLEANING RIVIERA HARDWOOD FLOORS MAY CAUSE DAMAGE AND WILL VOID ALL MANUFACTURER WARRANTIES.

Warranty does not cover damage caused by settlement or movement of the structure in which Material is installed.

Warranty does not cover damages resulting from abuse, negligence, or abnormal use. Manufacturer maintenance guidelines must be followed. Damage caused by failure to follow Manufacturer maintenance guidelines is not covered under warranty. This includes but is not limited to scratches, indentations, and other damages caused by sand and other abrasives, vacuum beater bars, unpadded furniture feet, and spike or stiletto heels. Any damage incurred by cleaning and maintenance products not specifically recommended by Manufacturer is not covered under warranty.

Indentations, scratches, and stains caused by domestic pets and other animals are not covered under warranty.

Warranty does not cover color and grain variances from samples and pictures provided by Manufacturer to actual Material received by owner. Any material installed with reasonably visible manufacturer defects in not included under warranty. Manufacturer defects that do not exceed ten percent (10%) of total square footage of Material purchased is not covered under warranty.

Material is a natural product and variation in grain, color, and texture will be unique to every board. Variation between boards is not considered a defect.

Warranty does not cover any color changes or natural patina caused by direct or indirect sunlight. This is a natural product; color change and patina are considered normal.

Warranty does not cover any insect infestations following the departure of material from Manufacturer.

Warranty does not cover damage caused by any and all adhesive tapes, harsh chemicals, or cosmetic products.

Warranty does not cover damage caused after any and all alterations are made to original Material. This includes but is not limited to sanding, refinishing, and restaining. THIS INCLUDES ANY ATTEMPT TO REPAIR, REFINISH, OR REPLACE A POSSIBLY DEFECTIVE PRODUCT BEFORE INSPECTED BY MANUFACTURER.

Any Material purchased through a retailer not authorized to sell Riviera will be excluded from all Manufacturer warranties. "As-is" purchases of Material are not covered under warranty.

RADIANT HEAT WARRANTY INFORMATION

See Riviera representative for a copy of the radiant heat warranty.

CLAIM FILING

Riviera may be contacted directly for help with any possible claims by phone at (616) 738-8440 or by email at <u>sales@rivierahardwoods.com</u>. Manufacturer is granted a reasonable amount of time to inspect claims of defective product. Claim handling processes are outlined below.

CLAIM HANDLING

Claims may only be filed by the original owner of Material. Any and all claim attempts by individuals who are not the original owner will be denied. Riviera may choose to inspect any Material claimed to be defective and is given a reasonable amount of time to do so. If Riviera deems the Material defective, Riviera will, at its choosing, repair the defective Material, provide replacement Material, or issue a refund for the amount of defective Material. Owner of Material is responsible for paying shipping and handling of replacement Material along with any and all costs related to the replacement of defective Material (i.e. labor to remove and replace defective Material, furniture and fixture removal required to complete repair, out of home stays required due to repair or replacement, etc.). Replacement Material is not guaranteed to match existing Material as this is a natural product and variation is to be expected.

GENERAL TERMS AND CONDITIONS

All warranties are considered nontransferable and are limited to the original purchaser. Manufacturer shall only be responsible for cost of material. No party, including employees of Riviera, has the authority to make any adjustments or alterations to this warranty. If litigation occurs, all issues are to be submitted to American Arbitration Association.