

Laminate Flooring Warranty

MODERN HOME CONCEPTS, INC. OFFERS A 25-YEAR NON-TRANSFERRABLE, LIMITED RESIDENTIAL WARRANTY AND LIGHT COMMERCIAL WARRANTY ON OUR LAMINATE FLOORING PRODUCTS.

You can purchase Modern Home Concepts products exclusively through your local Certified Retailer, and not anywhere online. For products purchased online from non-authorized websites or out of state, Modern Home Concepts is unable to honor any warranty claims, returns, or exchanges.

Modern Home Concepts, Inc. warrants Modern Home Concepts Laminate Flooring in its original manufactured state to the original purchaser from the date of purchase, that the floor will not wear through (affecting more than ten percent of total floor installation as a result of normal foot traffic), fade, or stain under normal residential use, and only if installed, cared, maintained, and placed in service conditions according to manufacturer's instructions.

Product is warranted to the original purchaser for a period of twenty-five (25) years after date of purchase for manufacturing defect. Installation error is not covered.

The original purchaser must own and reside in the home where the product is installed.

The decorative layer of laminate flooring is designed to resist color changes from light exposure. Nonetheless, exposure to light will affect flooring's appearance after extended period of time. The level of change depends on the intensity of light and length of exposure. Modern Home Concepts does not warrant against this type of appearance change in the laminate flooring.

Any product sample, photo, or model is intended for demonstrative purposes only, and does not represent a warranty of any kind. Warranty does not cover variations between sample/photo/model and flooring.

LAMINATE FLOORING CARE AND MAINTENANCE

- Use a damp cloth to blot up spills as soon as they happen. Never allow liquids to stand on your floor.
- Do not wash or wet mop the floor with soap, water, oil-soap detergent, or any other liquid cleaning material. This could cause swelling, warping, delamination, jointline separation, or other damage that may void warranty.
- Do not use any type of buffing or polishing machine.
- Frequent dust-mopping or vacuuming may be necessary in residences near sand or debris.
- Entry mats will help detain dirt, sand, grit, and other substances such as oil, asphalt, or driveway sealer that may otherwise track onto your flooring.
- Use floor protectors and wide-load bearing leg bases/rollers to minimize chance of indentations and scratches from heavy objects. As a rule, the heavier the object, the wider the floor protector should be.
- Maintain a normal indoor relative humidity level between 35% and 65% throughout the year to minimize the natural expansion and contraction of the wood.
 - Heating season (dry): A humidifier is recommended to prevent excess shrinkage due to low humidity levels. Wood stove and electric heat tend to create very dry conditions.
 - Non-heating season (wet): An air conditioner, dehumidifier, or periodically turning on heating will help to maintain humidity levels during summer months.

Never try to slide heavy objects across flooring without proper handling. A protective mat should be used for furniture with castors such as chairs or coffee tables.

THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS:

- Flooring must be installed properly in accordance with manufacturer's installation instructions and for its intended purpose as flooring.
- Uses other than intended purpose are not covered by warranty. Such uses include, but not limited to, installation on ceilings, walls, boats, airplane, and motor vehicles.
- Installation requirements include, but not limited to, subfloor moisture content limits, flatness, soundness and stability, product acclimation.

- Flooring must be used indoors in dry, climate-controlled areas. Warranty does not apply if flooring is used outdoors, in a sun rooms, or otherwise exposed to uncontrolled climate conditions.
- Flooring must be maintained in accordance with manufacturer's care and maintenance instructions.
 - Before installation, please examine the flooring carefully and thoroughly. If a defect is visible, do not install the flooring. Instead, immediately contact the Certified Retailer and report the flooring as defective. Warranty applies only to defects which are not visually detectable before or during installation.

WARRANTY EXCLUSIONS

Warranties are non-transferable, and are offered to customers who originally purchased and installed Modern Home Concepts Laminate Flooring. The original, paid-in-full invoice is required. Claims must be filed by the original purchaser who must still be the owner of the residence.

Additional exclusions include:

- Damages resulting from improper installation or construction.
- Gloss or sheen reduction or discoloration resulting from heat or sunlight.
- Damage caused by water or excessive moisture, in the subfloor or underneath the flooring.
- Damages resulting from the use of steam cleaning, jet mop, spray mop, or other types of wet cleaning devices.
- Damage resulting from accidents, abuse, or abnormal wear (such as spiked heels), grit, unprotected furniture scratches and dents
- Insect infestation, scratches or stains caused by pets
- Damages resulting from abuse, for example moving heavy objects like furniture or appliances across the flooring without adequate protection.
- Water damage caused by flooding, prolonged stay of standing water, subfloor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure), leaking pipes, household mechanical failures, appliance leaks, pet urine, or any other conditions resulting in moisture through the flooring are not covered.
- Separation between boards or damage as a result of natural expansion and contraction caused by low or excessive humidity including, but not limited to, splits, cracks, checking, edge fracturing, splintering or chipping during or after installation.

- Intermittent noises including but not limited to, squeaks, popping, etc.
- Defect should be visible and have the ability to be evaluated from a standing position under normal lighting. Product defect that is not measurable or that is only visible under certain light or from a certain angle are not covered.
- Flooring that is installed in a residence that is not both owned as well as occupied by the original purchaser.
- Flooring that is a replacement as a result of a previous claim.
- Flooring which had been installed then removed as a result of reasons such as, but not limited to, substandard subfloor, and reinstalled.
- Modern Home Concepts, Inc. assumes no liability for incidental or consequential damages. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. In addition to what's offered within this warranty, you may have other specific legal rights depending on your state. Except for these state specified rights, the remedies provided under these warranties state the limit of Modern Home Concepts' responsibilities.

MANUFACTURER'S RESPONSIBILITY

Replacement is limited to material unless defect was not apparent prior to installation.

If defect was not apparent prior to installation, and if the flooring was professionally installed, Modern Home Concepts will also reimburse for reasonable labor costs for the repairs or replacement. You will be required to clear, at your own expense, objects placed over the affected area for repairs or replacement installation.

If Modern Home Concepts in its sole discretion, determines that such repair or replacement is not reasonably achievable, or if the flooring product is no longer available, Modern Home Concepts may choose to refund the purchase price of the affected flooring material.

If the Modern Home Concepts flooring product for which a claim is made is no longer available, Modern Home Concepts has the right to replace the affected floor material with a comparable laminate flooring product of equal or greater value.

A claim can be filed against a flooring purchase once. Modern Home Concepts will replace or repair the flooring material one single time. If the replacement or repair fails in the same

manner a second time, the site conditions may be deemed unacceptable for installation.

Upon approval of a warranty claim, Modern Home Concepts will provide instructions on how to proceed to have your flooring repaired or replaced. You must comply with such instructions within ninety (90) days after the claim is approved, or your rights under the limited warranty will be deemed waived.

THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE WARRANTY AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES.

Warranties cannot be altered by any sales representative or distributor. Sales representatives and distributors have no authority whatsoever to establish, expand, or otherwise modify warranties.

Modern Home Concepts' limited warranty provisions are deemed to be severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. Modern Home Concepts' limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid.

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 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.