

FP BOIS, Inc.
LIFETIME STRUCTURAL WARRANTY

FP Bois, Inc., a Delaware corporation with its registered office located at 111 W Jackson Blvd, Suite 1700, Chicago, IL 60604 (“SELLER”) warrants that the structure of the product and product parts manufactured by Seller (the “Product”) and sold or provided to the first end user (“BUYER”) are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall, subject to the limitations and exclusions set forth below, be free from defects in design, material, and workmanship.

1. REGISTRATION REQUIREMENT

- (A) This Lifetime Structural Warranty becomes effective only if BUYER completely fills out and delivers to SELLER the Warranty Registration and original proof of purchase, according to the procedure set forth in Section 3 herein to:

FP Bois, Inc., 35 East Wacker Drive, Suite 670, Chicago, IL 60601
or
on the website: www.fpboisusa.com

- (B) By returning the Warranty Form to SELLER as provided above, BUYER admits to have fully read and understood the SELLER’s Care and Maintenance Instructions, provided to Buyer at time of purchase, and to have complied with all the instructions mentioned in that document.

2. INSTALLATION, PAYMENT AND MAINTENANCE REQUIREMENTS

This Lifetime Structural Warranty applies only if:

- (1) The Product is installed and used properly in accordance with the guidelines set forth by the National Wood Flooring Association; and is maintained in accordance with the FP BOIS, Inc.’s guidelines;
- (2) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the Product by anyone other than SELLER;
- (3) The person submitting the Warranty Form is the first end user of the Product;
- (4) The Product installation environment must meet the SELLER’s pre-installation requirements and should be maintained for the life of the product. The pre- installation and environmental requirements include, but are not limited to:



- (a) The Product is stored horizontally and installed in a dry heated environment where there is not exposure to moisture;
 - (b) The Product is given allowance of acclimation horizontally for three (3) days after arrival to the installation site prior to the installation;
 - (c) The owner/installer of the Product must use reasonable selectivity and hold out or cut off objectionable occurring blemishes prior to installation; and
 - (d) The jobsite or installation site temperature must be in a range of sixty (60) to eighty (80) degrees Fahrenheit with humidity in a relative range of thirty (30) to sixty five (65) percent;
- (5) BUYER follows all installation, care and maintenance directions as related to the Product, and BUYER allows SELLER an opportunity to repair any claimed defects; and
 - (6) And all other Sections of this Lifetime Structural Warranty are complied with.

3. PROCEDURE FOR OBTAINING WARRANTY SERVICE

For the Lifetime Structural Warranty to apply, BUYER must completely fill out and deliver to the SELLER the Warranty Registration and original proof of purchase within the warranty period set forth in Section 5 and within ten (10) days of the date BUYER discovered the alleged defect. Additionally, BUYER shall not remove or attempt to repair potentially defective Product without giving SELLER an opportunity to inspect installed Product. Notwithstanding the foregoing, in the event that SELLER determines, in its sole discretion, that BUYER reasonably should have discovered the alleged defect before its actual discovery, this Lifetime Structural Warranty shall not apply. At SELLER's option, BUYER must ship the defective Product to SELLER's address set forth in Section 1(A) of this Lifetime Structural Warranty with mailing or shipping charges prepaid. The procedure described in this Section 3 shall hereinafter be referred to as the "Warranty Claim Procedures". BUYER shall bear all expenses associated with returning the Product to SELLER, including, without limitation, the costs of shipment, import taxes, duties and tariffs if applicable. If SELLER determines the returned Product is under Lifetime Structural Warranty, SELLER agrees to cover all expenses of returning any repaired or replaced Product to BUYER.

4. WARRANTY SERVICES PROVIDED

If the Product is proved to SELLER's satisfaction to be defective, within the applicable warranty period set forth in Section 5 herein, SELLER's obligations under this Lifetime Structural Warranty shall be limited to either repairing or replacing the Product or refunding the applicable purchase price, at SELLER's sole discretion, and only if such defect was caused solely by defective design, workmanship and/or materials. Such repair or replacement or refunding of the applicable purchase price shall be SELLER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

IN NO EVENT SHALL SELLER HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. SELLER



EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. If SELLER shall elect to repair or replace Product which has proven defective to SELLER's satisfaction, then SELLER will supply a new Product of the same color and grade, if available. If such Product is unavailable or discontinued, SELLER reserves the right to supply a product of similar value and appearance.

5. WARRANTY PERIOD

This Lifetime Structural Warranty of the Product applies for the lifetime of the product from the date the Product is sold, rented, leased, or donated to the first end user (the "Warranty Period"). Notwithstanding anything contained within this Lifetime Structural Warranty to the contrary, in no event shall the Warranty Period extend to anyone other than the first end user. The Lifetime Structural Warranty is only applicable for the Product for as long as the original BUYER resides in the location where the Product was originally installed. The Warranty Period shall not be tolled for any reason. No action by SELLER or BUYER shall operate to extend or revive this Lifetime Structural Warrant without the prior written consent of SELLER.

6. EXCLUSIONS FROM WARRANTY

The following is not included under this Lifetime Structural Warranty:

- (1) **PRODUCT INSTALLED WITH VISIBLE DEFECTS:** Boards with visible defects must not be installed. Visible defects are those defects which are apparent on the face of the flooring. **Products with visible defects must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation. EVERY VISIBLE DEFECT ON INSTALLED PRODUCT IS ACCEPTED BY BUYER.**
- (2) Normal wear and tear from everyday use including, but not limited to, indentations from heels on shoes;
- (3) Misuse, abuse, or improper maintenance by the BUYER;
- (4) Physical damage to the Product as a result of tampering, mishandling, neglect, accidental damage, modification or repair without the approval of SELLER, unreasonable use and/or negligence of the BUYER whether foreseeable by SELLER or not;
- (5) Items, equipment, goods, products, and components not sold by SELLER;
- (6) Reasonable natural variations in color, knots, or grain between showroom samples and the Product;
- (7) Damage due to environmental conditions consistently outside of the pre- installation and environmental requirements as described in Section 2 of this Limited Warranty;
- (8) Color changes resulting from exposure to sunlight, ultraviolet light, or any other intense lighting;



- (9) Damage caused by water, humidity levels, subfloor heating or excessive temperatures;
- (10) Damage to Products caused by the carrier during shipping;
- (11) Deterioration resulting from age, storage, weathering, lack of use;
- (12) Continued Product use after an alleged defect is discovered or should reasonably have been discovered;
- (13) Improper installation of any kind from persons other than SELLER; and
- (14) Duty, taxes, environmental fees, including without limitation, disposal or handling of the Product.
- (15) Damage to Products as a result of misuse, negligence, accident, fire, water, moisture, erosion, insects, pets, shoes, pebbles, sand, other abrasives, improper maintenance, or improper alterations of the original Product.

SELLER expressly reserves the right to inspect the Product and its components, parts, and BUYER's installation, use, maintenance, and any other activity or inactivity of the BUYER, when determining whether an alleged Product defect is covered by the Limited Warranty.

7. LIMITATIONS ON WARRANTY; DISCLAIMER OF WARRANTIES

This Lifetime Structural Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Lifetime Structural Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the



time period for filing a court action, this provision is inapplicable.

8. SELLER'S LIMITATION OF LIABILITY

SELLER's liability with respect to the Product sold to BUYER shall be limited to the warranty provided herein. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

SELLER NEITHER ASSUMES NOR AUTHORIZES ANY THIRD PARTY TO ASSUME FOR IT, ANY COMMITMENT OR ASSUMPTION OF LIABILITY OF ANY KIND IN CONNECTION WITH ITS PRODUCTS.

9. MISCELLANEOUS

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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