

RAINTREE LIMITED RESIDENTIAL FLOORING WARRANTY



RAINTREE
beautifully waterproofed wood

This Limited Residential Flooring Warranty is provided to the original residential consumer purchaser of Raintree Hardwood Flooring by American OEM (AOEM) and begins when the floor is paid for in full as supported by an original invoice from an authorized Raintree dealer. The floor must be installed in accordance with the Raintree installation guidelines and maintained in accordance with the Raintree Care and Maintenance Guidelines found in the carton or on Raintreefloors.com website.

LIMITED WARRANTIES

Claims for defective product made prior to installation will be replaced with like product by AOEM upon return of the uninstalled material in full cartons. If like product is not available, AOEM will reimburse the cost of material when the uninstalled material is returned or substitute alternate product of an equal or greater value.

Within one year of installation, claims for defective product will be repaired or replaced, at AOEM's sole discretion, along with reasonable labor costs if the floor is professionally installed. (There is no labor cost reimbursement for owner or D-I-Y installation). Material to repair the affected area will be credited at the original cost of the material. After one year, the percent of reasonable labor cost will be reimbursed at a declining rate of 10% per year until no labor cost will be reimbursed in the eleventh year and thereafter.

These limited warranties apply to you only if you: (1) are the original residential consumer purchaser; (2) have paid in full for your hardwood floor; and (3) have purchased the floor for your own personal residential use and not for resale. These warranties ARE NOT transferable or assignable and they DO NOT apply to non-residential, rental or commercial installations.

LIMITED LIFETIME STRUCTURAL WARRANTY

AOEM manufactures its engineered hardwood floors according to **ANSI/NWFA EF 2019** standards (The Standard) and therefore warrants that its first quality Raintree Hardwood Floors, in their manufactured condition, to be free from manufactured or grading defects as defined in The Standard, which allows for 5% off spec material. AOEM additionally warrants that Raintree Hardwood Floors will not delaminate when properly installed and maintained in accordance with the Raintree installation and maintenance guidelines. In the event that the wood top layer delaminates from the core AOEM will repair or replace, in its sole option, the affected plank or planks.

LIMITED LIFETIME FINISH WARRANTY FOR RESIDENTIAL WEAR

Our factory applied finish makes installation fast and easy and provides years of wear in normal residential situations providing the Raintree Care and Maintenance Guidelines are strictly followed. AOEM warrants that under normal residential use its finish will not peel off the hardwood floor or wear through during the warranty period. In the event the finish peels off or wears through AOEM will, at its sole option, either: (1) replace the affected boards; or (2) recoat the affected area. NOTE that this warranty applies only to areas that exceed more than 10% of the surface area of the installed floor. NOTE that gloss reduction, scratches and dents are not considered defects and are not covered by this warranty.

LIMITED WATERPROOF WARRANTY

AOEM warrants that for the stated warranty period from the original date of purchase that its Raintree Hardwood Floors will not swell, cup, or crack due to; normal cleaning practices including wet mopping with approved cleaning systems,* moisture due to everyday household spills, and moisture from the subfloor when exposed to those conditions.

**Approved wet mopping systems: Swiffer Wet Jet Wood maintenance system and Bona Care wet maintenance systems are the only wet mop systems approved for use with Raintree Products.*

All sources of subfloor moisture should be remedied prior to installation. This warranty covers topical moisture as long as the water does not flow over the cut edges of the floor. While moisture will not affect Raintree's integrity, it is possible that with prolonged exposure to moisture in buildings, subfloors, or on building surfaces, mold and/or mildew growth can occur (particularly if the moisture issue remains undiscovered or unaddressed).

This warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture, and excludes all casualty events involving water coming in contact with your floor. This warranty excludes failures normally covered by Homeowners Insurance, including but not limited to, damages caused by flooding or standing water from leaky faucets, pipes, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

SPECIAL NOTE: WARRANTY LIMITATIONS (APPLIES TO ALL WARRANTIES THAT AOEM MAY BE OBLIGATED).

Raintree products are not warranted against squeaking, popping or crackling.

Raintree Hardwood Floors are intended for **interior use** only and must be maintained in a normal interior environment (between 50 and 110 degrees Fahrenheit). Do not install Raintree Hardwood Floors in conditions where they may be exposed to extreme heat or cold. They may buckle and possibly disengage from one another in these extreme conditions.

WARRANTY EXCLUSIONS

Wood is a natural product containing natural variations in color, tone, and graining. AOEM cannot warrant against natural variations in color or any other variations, such as mineral streaks, small knots and grain variations from plank to plank. Nor can we warrant against natural variations or gloss levels between samples/models and installed flooring. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample DOES NOT create a warranty of any kind that the goods you purchased shall conform to. Any such warranties based on any such sample or models are specifically disclaimed.

1. Any damage to surrounding structure such as walls, subfloors, furniture, underlayment, moldings, trim, subfloor heating elements, or anything that is not the flooring product itself.
2. Damage from mold or mildew growth.
3. Flooring that is installed outside or in environments exposed to extreme variations in temperature.
4. This Lifetime Limited Waterproof Warranty excludes all casualty events involving water exposure normally covered by Homeowner's Insurance.
5. Improper installation. See Raintreefloors.com
6. Improper care and maintenance. See Raintreefloors.com
7. Cabinets or other built-in appliances that are installed on top of a Raintree Hardwood Floor. Raintree Hardwood Floors should be installed after such items and after painting and interior finishes have been completed.
8. Seasonal surface checking is inherent in all wood products over time and is not covered.
9. Recoating or Finish Alteration will void the finish warranty.
10. Natural Sunlight will cause aging and color change in all wood including your Raintree Hardwood Floor.

WARRANTY PROCESS

Product determined to have defects should be returned in full cartons to the Dealer prior to installation for a full refund. All product quality questions should be addressed before installation. Obvious product defects are accepted once the product has been installed.

Product problems that arise after installation should be addressed in writing to the Dealer from which the floor was purchased. Include a copy of the proof of purchase or invoice. Descriptions and photos of the problem are very helpful in achieving a timely resolution. If possible supply a photo of the carton label with bar code.

All decisions regarding your warranty and warranty solutions must come from AOEM. No other party is authorized to render a decision. You must give AOEM and its agents a reasonable opportunity to fix your floor in accordance with this warranty.

AOEM'S CURRATIVE ACTIONS/REMEDIES

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. IF YOU ARE FOUND TO BE ENTITLED TO COVERAGE UNDER ANY WARRANTY, EXPRESSED OR IMPLIED, IN ADDITION TO THOSE SPECIFICALLY LISTED ABOVE, AND YOU CAN PROVE THAT AOEM BREACHED SUCH WARRANTY, THEN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROVEN BREACH IS EITHER (AT THE OPTION OF AOEM): (1) REPAIR THE DEFECTIVE PLANKS; (2) REPLACEMENT OF THE DEFECTIVE PLANKS. IF THE REMEDY THAT AOEM INITIALLY SELECTS IS FOUND TO FAIL IN ITS ESSENTIAL PURPOSE, THAN ANY FURTHER REMEDY TO WHICH YOU MAY BE ENTITLED IS SOLELY AND EXCLUSIVELY LIMITED TO ONE OF THE REMAINING REMEDIES (OF THE TWO OPTIONS, DESCRIBED ABOVE IN THE LIMITED WARRANTIES), WHICH SHALL BE CHOSEN BY AOEM.

WARRANTY DISCLAIMER

ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE LIMITED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY AOEM OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLPAPER, PAINT, AND ALL RELOCATION COST ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF THE FLOORING. SOME STATES DO NOT ALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND IS NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE HARDWOOD FLOOR. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF GEORGIA OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA.