

Regal Hardwoods Light Commercial Warranty

The warranties described apply to the original purchaser only and are subject to the Procedures, Limitations, Exclusions, and Disclaimers as set forth herein. These limited warranties are not transferable or assignable. The warranties are applicable to "First Quality" Regal Hardwoods products only, purchased after January 1st, 2010 for light commercial use. For complete list of commercially approved products, contact Regal Hardwoods.

LIMITED WOOD WEAR LAYER WARRANTY

8-Year Limited Wear Layer Warranty for 3/8" Engineered products

10-Year Limited Wear Layer Warranty for 1/2" & 5/8" Engineered products

Regal Hardwoods warrants to the original purchaser only that Regal Hardwoods' 3/8" thick floors will not wear through the top of the veneer within eight (8) years and Regal Hardwoods' 1/2" & 5/8" thick floors will not wear through the top of the veneer within ten (10) years from the date of installation. Wear is defined as at least 0.1-inch surface wear-through over at least 5% of the area of the total floor installation for a project. Additionally, Regal Hardwoods warrants the structural integrity of the floor against delamination of the top ply of veneer for a eight (8) year period for 3/8" thick products and a ten (10) year period for 1/2" & 5/8" thick products.

LIMITED FINISH WEAR WARRANTY

8 Year Limited Finish Wear Warranty for 3/8" Engineered Products

10 Year Limited Finish Wear Warranty for 1/2" & 5/8" Engineered Products

Regal Hardwoods warrants to the original purchaser only against wear-through on Regal Hardwoods' 3/8" thick floors for a period of eight (8) years and Regal Hardwoods' 1/2" & 5/8" thick floors for a period of ten (10) years from the date of purchase. Finish wear-through is defined as 100% finish removal over at least 3% of the area of a total floor installation for a project. NOTE: Gloss reduction or surface scratches in the finish are not considered surface wear and are not covered under this warranty. Dull finish can be corrected with spot or overall recoating care systems. Regal Hardwoods' floors are not recommended for applications such as areas of intense or extremely heavy foot or vehicular traffic, (e.g. department store aisles or airport terminals or industrial floors) and such applications are not covered under this warranty.

OBLIGATIONS UNDER WARRANTY

Regal Hardwoods' sole obligation under this limited light commercial warranty is to either: (1) provide flooring planks to replace the actual planks that failed to meet the applicable warranty (the "defective planks") or (2) refund the purchase price (as described below) if Regal Hardwoods determines that it is not commercially practical to provide replacement planks. Regal Hardwoods shall have the sole authority to select replacement flooring products. Regal Hardwoods shall not be responsible for any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products. The term "refund of the purchase price" shall mean the amount that the purchaser paid for the defective planks (as either established by the purchaser's original invoice or by Regal Hardwoods using its standard pricing tables in lieu of an original invoice) prorated over the remaining life of the term of applicable limited warranty. Regal Hardwoods makes no warranty other than the warranties described in this document and assumes no responsibility beyond providing replacement flooring or refund of the purchase price sufficient to satisfy the warranty claim.

WARRANTY EXCLUSIONS

Wood is a natural product containing natural variations in color, tone, and graining. Regal Hardwoods does not warrant against natural variations in color, mineral streaks, small knots, and grain variations from plank to plank. Nor does Regal Hardwoods warrant against natural variations, color, gloss level, or ultraviolet discoloration between samples or models and installed flooring. All samples or models are for demonstrative purposes only, and any such samples or models do not create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such samples or models are specifically disclaimed.

Damages resulting from the following are not covered under this Warranty:

Improper Installation

Installation must be in accordance with the current Regal Hardwoods installation instructions. In addition, Regal Hardwoods is not responsible for material installed with visible defects. Damage caused by improper storage, handling, or installation methods will not be covered under these warranties.

Improper Maintenance

Damages to flooring such as dents, scratches, or dulling of the finish (loss of gloss) are NOT covered. Damages resulting from improper maintenance, wet or damp-mopping the floor with water or other substances will also not be covered. In addition, damages resulting from the following are NOT covered under these limited warranties: use of hardwood cleaning machines, auto scrubbers; use of non-recommended maintenance and floor-care products including but not limited to oil soaps, liquid or paste wax products, or other commercial cleaners that contain acrylic; neglect or abuse including but not limited to taking proper precaution to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects, furniture, or appliances.

Improper Environment

Regal Hardwoods floors are not warranted against damage caused by man-made or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation or standing water during or after construction or normal wearing of the finish in high traffic areas, pivot points and seating areas; or other extraordinary circumstances such as extreme low humidity (below 35% for an extended period of time). In extreme low humidity conditions (below 35%), planks may shrink and or exhibit surface checking until the humidity returns to a normal level. The sun and its UV rays cause the aging of wood and therefore can cause the stain and/or wood to fade and/or change color; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties.

WARRANTY DISCLAIMERS

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. REGAL HARDWOODS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. REGAL HARDWOODS SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLCOVERINGS, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF ANY FLOORING PRODUCTS. THE REMEDIES AS MORE FULLY DESCRIBED IN ABOVE LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH BY REGAL HARDWOODS HARDWOOD FLOORING OF ANY EXPRESSED AND/OR IMPLIED WARRANTIES THAT MAY PERTAIN TO THE FLOORING PRODUCTS. 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 ARE NOT PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE FLOORING PRODUCTS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS 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 TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS.