

Limited Lifetime Structural Warranty

Quality means making a floor that will last for years to come. Regal Hardwoods engineered hardwood floor is manufactured using an advanced technology of joining multiple layers of hardwood birch plies together, forming a very sturdy core. Each layer of ply is cross-linked to create a mesh that delivers more dimensional stability and split resistance than ordinary solid wood flooring. In the event that the plies should separate due to glue bond failure, Regal Hardwoods will, at our option, either: (1) repair the defective plank(s); (2) replace the defective plank(s); or (3) refund the purchase price if we are unable to provide a replacement and repair is not commercially practical or cannot be timely made. This warranty is a limited lifetime structural warranty for all first quality Regal Hardwoods engineered products. Cabin grade and closeout products are excluded.

Limited Warranty for Residential Finish Wear

35 Year for 1/2" Engineered & 5/8" Engineered Products
25 Year for 3/8" Engineered Products

Regal Hardwoods will warrant under normal residential conditions and uses, and providing that Regal Hardwoods' maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the hardwood flooring for the time listed in the product reference guide. In the event that the finish wears through or peels off of the hardwood flooring, Regal Hardwoods will, at our option, either: (1) replace the affected plank(s); (2) recoat the affected area; or (3) refund the purchase price, for the affected area ONLY, prorated over the remaining life of this limited warranty. This warranty is a limited warranty for residential finish wear for all first quality Regal Hardwoods engineered products and begins on the date of purchase. Cabin grade and closeout products are excluded.

NOTE: Standard industry trade practice provides for a 5% allowance for manufacturing or natural defects in hardwood flooring, which is generally referred to as the "waste factor." Accordingly, this limited warranty extends only for defects that cover at least 5% of the surface area of the installed flooring. Please make allowances for this when calculating the surface area for your floor.

NOTE: Gloss reduction and scratches in the finish are not considered surface wear and are not covered under this warranty. Please note that Maple and Birch floors require extra care. Maple and Birch are inherently a softer wood and will show scratches and dents more readily than Oak or Hickory/Pecan. You should consider these factors when making your flooring selection.

Who is Covered Under These Limited Warranties?

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

Obligations Under Warranty

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 Regal Hardwoods breached such warranty, then your sole and exclusive remedy at the option of Regal Hardwoods for any proven breach is either: (1) repair the defective plank(s); (2) replacement of the defective plank(s); or (3) refund the purchase price if we are unable to provide a replacement and repairs is not commercially practical or cannot be timely made. If the remedy Regal Hardwoods initially selects is found to fail in its essential purpose, then any further remedy to which you may be entitled is solely and exclusively limited to one of the remaining remedies described above in the limited warranties, which shall be chosen by Regal Hardwoods.

Definition of "Refund of the Purchase Price"

Unless provided elsewhere, the term "refund of the purchase price" shall mean the following: the amount you originally paid for the flooring, as shown on your original invoice, which invoice you are required to produce. If you are unable to

produce your original invoice, Regal Hardwoods will use its standard pricing tables to determine the amount of your refund. The purchase price will be prorated over the remaining life of the term for the limited warranty for residential finish wear. Note that the refund amount does not include any cost incurred for removal/replacement of cabinets, appliances, or other fixtures.

Warranty Exclusions

Hardwood flooring is a natural product containing natural variations in color, tone, shading, and graining. Regal Hardwoods 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 level between samples/models and installed flooring. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample or model DOES NOT create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed. If you or your installers are not satisfied with our floor prior to installation, simply return the carton(s) to your dealer for a full replacement. Accepting or rejecting the shipment must be done on full shipment quantities only, not carton-by-carton or plank-by-plank. Responsibility for final inspection and approval falls to the customer and installer prior to permanent installation. It is the sole and joint responsibility of the installer and owner to conduct a quality inspection of all flooring prior to installation. All pieces of flooring should be examined for quality of manufacture, finish and color. If the product quality is deemed unacceptable, it should not be installed. Flooring that has been installed will be deemed to have been inspected and accepted by the installer and owner.

Regal Hardwoods IS NOT responsible for any costs associated with repairing or replacing planks with apparent defects after the floor is installed. Although there may be some areas where deep graining will be evident it will be completely covered with finish. Therefore open graining is not a defect and it is NOT warranted unless the finish is missing, exposing unstained raw wood.

Improper Installation: The floor must be installed according to Regal Hardwoods' installation guidelines. Damage caused by improper storage, handling, or installation methods invalidates these warranties. Improper preparation of, or deficiencies in, the subfloor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular subfloor surface (particularly at joints) or voids in the subfloor, are not covered under these warranties. In no event shall Regal Hardwoods be held responsible for any damage caused to your hardwood flooring by other manufacturers' products. Other items not covered under the limited warranties include construction traffic, abuse to the surface of the flooring; use of non-recommended nailers, staplers, or adhesives; end gapping due to mastic memory or improper seating of planks during installation; squeaking, popping or crackling by any cause. Cabinets and other built-in appliances should be installed PRIOR to the installation of the hardwood flooring. They should NOT be installed on top of the hardwood flooring. Pre-finished hardwood floors should be installed at the same time as carpets and AFTER finishing the walls to prevent damage from paint, dry wall dust, wallpaper adhesives, and other materials. Construction dust is a common issue with new home constructions or remodels. Regal Hardwoods IS NOT responsible for any costs associated with removal or cleaning construction dust from the open grains of the wood.

Improper Maintenance: Floor maintenance must follow the recommendations outlined in this guide. Damage to the flooring such as dents, scratches, or dulling of the finish are NOT covered. Wet or damp-mopping your floor with water or other substances will also invalidate these limited warranties.

In addition, the following are NOT covered under these limited warranties: use of hard floor cleaning machines; use of non-recommended maintenance and floor-care products, including but not limited to oil soaps, liquid or paste wax products, other household cleaners that contain lemon, orange, or tung oils; wet- or damp-mopping with water; neglect or abuse of the hardwood floor, including but not limited to not taking proper precautions 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 having dirty or improperly operating casters; spiked and/or damaged heels; pet claws and scratches; falling or dropped objects which can dent or fracture the flooring and

finish; and dents or scratches in the flooring caused by furniture, appliances, casters or normal foot traffic.

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, fire, flood, earthquake, insect infestation, or standing water during or after construction. Regal Hardwoods also does not warrant against: (1) moisture infiltration from side walls or from any source other than through the subfloor as stated above under the terms of the limited warranties; (2) normal wearing of the finish in high traffic areas, pivot points and seating areas; or (3) 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.

Seasonal Checking: Cracks or checks in the surface of planks due to low humidity, excessively high humidity, or dramatic fluctuations in humidity are inherent in all wood products and may affect your floor's finish. Checking is NOT covered under these Limited Warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%.

Recoating and Finish Alterations: Alterations to the finish or non-factory applied finishes (finishes applied by the owner or installer), including but not limited to refinishing or recoating, are NOT part of the Limited Warranty for residential finish wear stated above and therefore ARE NOT warranted by Regal Hardwoods.

Natural Sunlight: 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. This includes any showroom sample/models; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties. Use draperies or shades to help block out most of the sun's harmful rays. Samples or models in the showroom may also fade, making an exact match to new flooring impossible. Custom finishing and staining of interior millwork and/or cabinets should be done from the actual floor to be installed, not a showroom sample, if a color and/or gloss match is desired.

Internet Sales Policy

Regal Hardwoods WILL NOT honor any warranty claim for any product purchased over the internet, nor will we accept any returns for any such products. Since 2006, Regal Hardwoods has strived to be a manufacturer that delivers quality, beauty and performance. Yet, even the highest quality hardwood floor is no better than the individual who installs it. That is why Regal Hardwoods offers our floors ONLY through Authorized Regal Hardwoods Retailers.

Warranty Process

During the warranty period, should you have any problems with your Regal Hardwoods floor, please contact the authorized Regal Hardwoods floor covering dealer who sold the product or the builder who installed it within thirty (30) days from the date the problem occurs. These dealers/builders are not authorized to make any decisions or legally binding statements regarding warranty coverage or any remedies thereunder. Regal Hardwoods will not be held liable for any statements or assurances made by these dealers/builders.

No distributor, dealer, installer, agent, sales person or Regal Hardwoods sales representative is authorized to change or increase the terms or coverage of this warranty program. Regal Hardwoods must also be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which shall be NO LESS than thirty (30) days after you report the problem. Your refusal to provide such an opportunity for inspection WILL VOID these warranties.

Register Your Floor

Please take time to completely fill out the enclosed warranty registration card and return it to Regal Hardwoods at the address listed on the card. You may also complete the warranty registration online at RegalHardwoodsfloors.com. You must provide this registration information through one of the above methods within sixty days of purchase, in order to get coverage under any of these limited warranties. The above limited warranties become valid and effective only after the following have occurred: (1) payment in full for the flooring and installation; and (2) receipt of your limited warranty registration information through the card included in your purchase package. PLEASE ALSO NOTE that in order to make any

claim under these warranties, evidence of the following must be presented to Regal Hardwoods: (1) proof of purchase, including purchase date and identity of the original purchaser; and (2) installation location. Without such proof, NO WARRANTY COVERAGE WILL APPLY.

Warranty Disclaimers

THE FOREGOING SETS FORTH REGAL HARDWOODS SOLE OBLIGATIONS AND LIABILITY UNDER THE WARRANTY. THE WARRANTY IS AN EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS, COLLATERAL AGREEMENTS, CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITION OR WARRANTY AS TO MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, SUITABILITY, QUALITY OR CONDITION OR ANY CONDITION OR WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR IN EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL REGAL HARDWOODS OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, COMMERCIAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSS OR DAMAGE OR ANY CLAIM BY A THIRD PARTY, RESULTING FROM THE USE OR LOSS OF USE OR THE PERFORMANCE OR NON-PERFORMANCE OF REGAL HARDWOODS FLOORING PRODUCTS. THE FOREGOING PROVISIONS SHALL APPLY WITH RESPECT TO ANY CLAIM, DEMAND OR ACTION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO NATURE OF THE BREACH OF CONTRACT, BREACH OF COLLATERAL WARRANTY OR TORT INCLUDING NEGLIGENCE OR MISREPRESENTATION. CERTAIN CONDITIONS, EXCLUSIONS AND LIMITATIONS SET OUT IN THIS WARRANTY ARE NOT PERMITTED OR EFFECTIVE IN SOME PROVINCES AND STATES, SO SOME OF THE CONDITIONS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM PROVINCE TO PROVINCE AND STATE TO STATE. THIS MANUFACTURER WARRANTY REPLACES ANY LEGAL WARRANTY OTHERWISE APPLICABLE WITHIN THE LIMITS PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A LEGAL WARRANTY SHALL APPLY, SUCH LEGAL WARRANTY SHALL BE AS LIMITED AS PERMITTED BY THE APPLICABLE LAW AND NOTHING SHALL BE INTERPRETED AS EXTENDING THE LEGAL WARRANTY BEYOND THE MINIMUM REQUIREMENTS OF SUCH LAW.

WARRANTY REGISTRATION CARD

Please take the time to fill out our warranty registration card and send to:
Regal Hardwoods, Inc.
13830 N. Stemmons Fwy
Farmers Branch, TX 75234

Customer Name

Address

City, State, Zip Code

Telephone:

E-mail address:

Product Collection, Color Name, Species

Square Footage Installed

Date Purchased

Dealer Name/Sales Person Name

Dealer Address

Dealer City, State, Zip Code