

LIMITED WARRANTY FLOORING PRODUCTS

WHAT IS COVERED

Peachey Hardwood Flooring, LLC (hereinafter "PHF") warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, under normal use and service conditions, PHF finished solid wood and engineered wood flooring products ("Products") shall be free from material defects in grading, milling and finish workmanship and materials. The term of such warranty shall be ten (10) years from the date of original purchase for a residential application, and three (3) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify PHF in writing and, upon confirmation by an authorized PHF representative of the defect, PHF's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

For purposes of this warranty, a "residential application" shall refer to the sale of the Products installation in an individual residence, and a "commercial application" shall refer to the sale of the Products other than for an individual residence.

With respect to a residential application, this warranty may be transferred one (1) time, within the ten (10) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the residential property upon which the PHF Products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the PHF Products were originally installed.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to PHF, within the warranty period referred to above, (1) a description of the Products and claimed defect, (2) proof of purchase, (3) dated proof of professional installation, and (4) dated proof of environmental conditions at the time of installation consisting of moisture tests of the subfloor and Products, to the following address:

Peachey Hardwood Flooring, LLC
Attention: Warranty Service
209 Sawmill Road
Reedsville, PA 17084

WHAT IS EXCLUDED

This warranty does not apply to Products sold or represented as "seconds" or "close-out material". PHF does not warrant and is not responsible for any PHF Products which are not installed by a professional installer.

PHF does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of PHF Products and/or

failure to abide by National Wood Flooring Association guidelines (which are available from PHF upon request); (2) storage use of PHF Products beyond normal use and service conditions, or in an application not recommended by PHF's guidelines and local building codes, including but not limited to use in environments having a relative humidity less than 35% or greater than 55%, direct exposure to water from plumbing leaks or other sources and use in any outdoor installation; (3) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains); (4) variations or changes in color of PHF Products; (5) improper handling, storage, cleaning (including by use of abrasives), abuse or neglect of PHF Products by Purchaser, the transferee or third parties; or (6) ordinary wear and tear and damage caused by shoes, furniture, pets and/or insect infestation (occurring after manufacturing).

No person or entity is authorized by PHF to make and PHF shall not be bound by any statement or representation as to the quality or performance of PHF Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by PHF and Purchaser.

THIS WARRANTY SHALL NOT COVER AND PHF SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE PHF PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.

UNDER NO CIRCUMSTANCES WILL PHF BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND PHF'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.