



PRE-FINISHED HARDWOOD FLOORING LIMITED WARRANTY

Buyer's acceptance of this product is also acceptance of the terms and conditions of this Limited Warranty.

LIMITED WARRANTY

Finish Warranty

North Pacific Group, Inc., an Oregon corporation dba North Pacific ("North Pacific") warrants and guarantees the product finish will not wear through to the wood or separate from the wood for **fifteen (15)** years from the date the original finish is applied to the wood by the manufacturer. Subject to the warranty exceptions described below, in the event that the finish bond fails within the warranty period or the finish wears through within the warranty period, North Pacific will re-finish the material free of cost to original retail buyer ("Buyer"). This warranty is non-transferrable. In the unlikely event North Pacific is unable to correct the finish after a reasonable number of attempts, North Pacific will refund, if requested by Buyer, the price paid by Buyer for the nonconforming portion of the goods.

Structural Integrity Warranty

North Pacific warrants, to Buyer, that its wood products, in their original manufactured condition, will be free from manufacturing defects in milling, dimension and grade for **the lifetime of the Buyer** from the date of purchase. This warranty is non-transferrable. North Pacific shall have the right and option to inspect the alleged defect within sixty (60) days of receiving notice of the defect. North Pacific will be entitled to an extension of time for performance in the event of and to the extent of any cause or condition beyond North Pacific's reasonable control.

Both the Structural Integrity Warranty and the Finish Warranty (collectively referred to as "Warranty") are conditioned upon North Pacific's receipt of notice in writing from the Buyer of the alleged defect prior to the expiration of the limited warranty period, and evidence that the products were properly installed and not subject to any of the exclusions described below.

Warranty Exclusions

- Visible defects are those defects which are apparent on the face of the flooring. Product with visible defects must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation. Flooring that is installed with visible defects is not covered by Warranty.
- Slight color variations and indentions in wood grain are normal, and are not covered by Warranty.
- Warranty does not cover defects due to uneven subfloor or building settling. These situations are considered to be part of the pre-installation inspection process. Do not install wood flooring if these situations exist.
- Warranty does not cover defects or damage caused by improper installation of the finished product, abuse or

improper use of the product (including but not limited to use of abrasives on the finished product, sliding heavy objects across the finished product, damage caused by water or moisture changes, damage caused by spiked heels, insufficient protection from furniture, pebbles, sand or other abrasives, and other forms of abuse or improper use).

- Warranty does not cover color changes caused by exposure to light, sunlight or ultraviolet radiation.
- Warranty does not cover gloss retention as gloss reduction normally occurs and is not a finish defect.
- Warranty is void if additional finish material is applied to the product.
- Warranty does not cover normal expansion and contraction that solid wood floors naturally experience.
- Warranty does not cover damage due to the failure of installer to comply with applicable installation instructions, the installation of damaged goods, misuse or modification by Buyer.
- Warranty does not cover defects due to standing water, faulty plumbing, flood, fire, natural disaster, or other causes outside of North Pacific's control.
- North Pacific expressly excludes and will not pay consequential or incidental damages under this warranty. By this, North Pacific, means any loss, expense, inconvenience or damage other than to the wood floor itself that may result from a defect in the product. See further information in Exclusive Remedy paragraph.

This Limited Warranty does not apply to goods not manufactured by North Pacific. Proof of original ownership is required. Notice of any defect under Warranty must be sent to:

North Pacific Group, Inc.,
Attn: Claims Department (Springcreek Flooring),
10200 SW Greenburg Rd.,
Portland, Oregon 97223.

EXCLUSIVE REMEDY

The remedies of Buyer set forth herein are exclusive and the liability of North Pacific, with respect to any tort, contract or breach of warranty, shall be limited to the repair or replacement of the defective goods which are proven to Manufacturer's satisfaction to be defective in manufacture, or the refund of the applicable purchase price. In no event, and for no cause whatsoever, including any breach or default by Manufacturer, shall North Pacific have any other liability (including without limitation incidental or consequential damages) or any monetary liability to Buyer in excess of the price of the products in question. If North Pacific elects to repair or replace the defective products, it shall not be responsible for any labor charges of any kind either in the reinstallation or the dismantling and removal of products previously installed.

NO IMPLIED WARRANTIES

NORTH PACIFIC MAKES NO IMPLIED WARRANTIES OF ANY KIND AND SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ALL OR ANY OF THE GOODS.