



Limited Lifetime Acrylic Impregnated Wear Surface Warranty
Limited Lifetime Structural Defect Warranty
Pedestrian Urethane Finish Limited Wear through Warranty

LIMITED LIFETIME ACRYLIC IMPREGATED WEAR SURFACE WARRANTY: All Nydree acrylic impregnated wood flooring products as well as solid hardwood floor moldings and accessories are warranted against wear-out of the acrylic impregnated wear surface for the lifetime of the original installation. This warranty is made only to the original purchaser and is non-transferable.

Wear-out is defined as: Complete removal of the impregnated wear surface or removal of the impregnated wear surface down to the first glue layer of the laminated flooring product.

LIMITED LIFETIME STRUCTURAL DEFECT WARRANTY: All Nydree acrylic impregnated wood flooring products as well as solid hardwood floor moldings and accessories are warranted against structural defects for the lifetime of the original installation. This warranty is made only to the original purchaser and is non-transferable.

Structural Defect is defined as: Separation of any ply within a products multi-ply construction. Any glue separation on solid hardwood flooring accessories.

THE SOLE REMEDIES FOR BREACH OF THE LIMITED LIFETIME ACRYLIC IMPREGNATED WEAR SURFACE WARRANTY AND LIMITED LIFETIME STRUCTURAL DEFECT WARRANTY ARE AS FOLLOWS:

THROUGH FIVE YEARS AFTER PURCHASE DATE, Nydree Flooring will supply new material of similar grade for repair or replacement of affected areas (those areas that are worn out or separated as defined above) free of charge. Nydree Flooring will also pay a reasonable labor cost for repair or replacement of the flooring. Reasonable cost means the average cost charged by contractors to install and/or repair the amount and type of flooring originally installed. This offer does not include incurred costs such as furniture removal, substrate materials and supplies. If you believe there is a defect in the floor covered herein, notify, in writing, the retailer or contractor who sold you the floor. If you are unable to contact your retailer or contractor, write to Nydree Flooring Customer Service at the address shown below. Unresolved issues will go to binding arbitration with an expert agreed upon by both parties. All costs, including the cost of the expert, will be at the expense of the party found at fault.

FROM END OF FIFTH YEAR THROUGH END OF WARRANTY PERIOD, Nydree Flooring will supply new material of similar grade for repair or replacement, free of charge but will not pay labor costs for repair or replacement. This offer does not include incurred costs such as furniture removal, substrate materials and supplies.

NYDREE ACRYLIC IMPREGNATED FLOORING LIMITED LIFETIME WEAR SURFACE AND STRUCTURAL DEFECT WARRANTY EXCLUSIONS. THESE WARRANTIES DO NOT COVER DISSATISFACTION OR PROBLEMS DUE TO:

1. Failing to follow the recommended installation and maintenance procedures specified and provided by Nydree Flooring and/or failure to use the manufacturer's recommended adhesives and maintenance products in accordance with these procedures. Recommended adhesives, maintenance products, installation and maintenance instructions are available from your dealer or from Nydree Flooring Customer Service, 1115 Vista Park Drive, Suites C&D, P.O. Box 289, Forest, Virginia 24551 USA. or from the web at www.nydreeflooring.com.
2. Damage in use due to stains, scratches, gouges, cuts, indentations (heavy static point loads or high-heels), punctures, burns, accidents, discoloration (caused by tracking residue from carpet or vinyl dyes, painted or asphalt surfaces such as driveways), fading or discoloration from sunlight, excessive temperatures from radiant heating systems or any intentional misuse of product.
3. Excessive or improper sanding. Contact Nydree Flooring Customer Service for instructions before any sanding operations are performed.
4. Wear resulting from conditions other than normal residential or commercial pedestrian traffic.
5. Problems due to excessive moisture, alkaline substances, or hydrostatic pressure in subfloor.
6. Excessive wet damp mopping or floor flooding.
7. Gloss reduction from use and the lack of walk-off mats at entry ways.
8. Color variation between samples and/or printed illustrations and actual product.
9. Splits, checks or cracks in the flooring from failure to keep installed flooring consistently above 30% relative humidity.
10. Debonding, buckling, or warping in the flooring from failure to keep installed flooring consistently below 85% relative humidity.

11. Merchandise installed with obvious defects or not in architect/designer specifications for wood specie, color, width, grain, finish (gloss level) or pattern.
12. Knot holes, nail holes, worm holes, splits, heartwood, saw kerfs and colorful patina in Reclaimed Flooring.
13. Off-goods or lower grade flooring. Material purchased must be first quality or prime product.

PEDESTRIAN URETHANE FINISH LIMITED WEAR THROUGH WARRANTY: The Pedestrian UV-cured urethane finish applied to NYDREE Flooring as well as solid hardwood floor moldings and accessories is warranted against wear-out for five years for commercial installations and fifty years for residential installations. This warranty is made only to the original purchaser and is non-transferable.

Wear-through is defined as: Removal of the urethane wear surface down to the acrylic impregnated surface layer.

THE SOLE REMEDIES FOR BREACH OF THE PEDESTRIAN URETHANE FINISH LIMITED WEAR THROUGH WARRANTY ARE AS FOLLOWS:

THROUGH ONE YEAR AFTER PURCHASE DATE, Nydree Flooring will supply new finishing materials for repair of affected areas (those areas that are worn out as defined above) free of charge. Nydree Flooring will also pay a reasonable labor cost for refinishing the flooring. Reasonable cost means the average cost charged by contractors to refinish the amount and type of flooring originally installed. This offer does not include incurred costs such as furniture removal, substrate materials and supplies. If you believe there is a defect in the floor covered herein, notify, in writing, the retailer or contractor who sold you the floor. If you are unable to contact your retailer or contractor, write to Nydree Flooring Customer Service at the address shown below. Unresolved issues will go to binding arbitration with an expert agreed upon by both parties. All costs, including the cost of the expert, will be at the expense of the party found at fault.

FROM END OF FIRST YEAR THROUGH END OF WARRANTY PERIOD (COMMERCIAL – 5 YEARS, RESIDENTIAL – 50 YEARS), Nydree Flooring will supply finishing materials for repair of affected areas, free of charge but will not pay labor costs for refinishing. This offer does not include incurred costs such as furniture removal, substrate materials and supplies.

NYDREE FLOORING’S PEDESTRIAN URETHANE FINISH LIMITED WEAR THROUGH WARRANTY DOES NOT COVER:

1. Erosion from gravel, sand or other abrasive materials.
2. Insufficient protection under displays, furniture, or appliances.
3. Use in heavy traffic areas, such as shopping mall common areas.
4. All of Nydree Flooring’s **LIMITED LIFETIME WEAR SURFACE AND STRUCTURAL DEFECT WARRANTY EXCLUSIONS** (covered on Page 1).

NOTE: Nydree Flooring’s Oil Finish has no wear through warranty. All warranties stated above are valid when Nydree flooring is used on walls or ceilings.

No representative of Nydree Flooring has any authority to change or enlarge the foregoing provisions which relate to all sales and to all goods delivered, whether sold, delivered as samples, or otherwise.

THE LIMITED LIFETIME WEAR WARRANTY IS SELLERS ONLY WARRANTY. SELLER MAKES NO OTHER EXPRESS WARRANTIES, AND SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY NOR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states 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.

02/2013



Application for Warranty (both Residential and Commercial Installations)

Owner's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____
* * * * *

Installer or Distributor (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____
* * * * *

Flooring Product #1: Date: _____

Collection: _____ Sq.Ft.: _____

Specie: _____ Color: _____

Subfloor: _____ Adhesive Used: _____ Subfloor moisture test results: _____

Problems (if any) encountered in installation: _____

* * * * *

Flooring Product #2: Date: _____

Collection: _____ Sq.Ft.: _____

Specie: _____ Color: _____

Subfloor: _____ Adhesive Used: _____ Subfloor moisture test results: _____

Problems (if any) encountered in installation: _____

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I, _____, the Installer of the Nydreer Acrylic Impregnated wood flooring, for _____, the owner, do hereby certify that the installation of this flooring was performed in accordance with the instructions supplied by Nydreer Flooring, the manufacturer of the acrylic/wood flooring.

_____ Installer _____ Date
* * * * *

I, _____, the Owner, accept the installation of the Nydreer Acrylic Impregnated wood flooring, and acknowledge that the floor will be used under normal commercial or residential load and traffic conditions and will be maintained with the materials specified by Nydreer Flooring and according to specified procedures.

_____ Owner _____ Date _____ 02/2013