



LIMITED COMMERCIAL WARRANTY

EFFECTIVE JUNE 1, 2011

This Limited Commercial Warranty ("Warranty") applies to all EcoTimber prefinished flooring installed in Commercial Applications, except as otherwise expressly set forth herein.

EcoTimber warrants that, when the purchaser and installer follow proper installation procedures and perform preventative and regular maintenance, EcoTimber's prefinished flooring products:

Are free from defects in lamination, milling and assembly and will remain free from these defects for twenty-five (25) years from the date of purchase, and

Will remain structurally sound under normal conditions as defined herein, and

Are protected by a factory finish that will not wear through for five (5) years from the date of purchase.

THIS WARRANTY IS MADE SUBJECT TO EACH OF THE FOLLOWING CONDITIONS:

Commercial Applications. This Warranty covers only installations of EcoTimber's flooring in Commercial Applications. A "Commercial Application" is defined to be an interior climate controlled environment used for light and medium commercial purposes that (i) requires customer/client footwear normally experienced in a well cared for residential living environment, and (ii) includes a "walk off" area that isolates the flooring from direct outdoor entry and ensures proper area and surface material necessary to remove unreasonable amounts of moisture and abrasives from footwear before coming in contact with the flooring, and (iii) provides for regular care and maintenance of the flooring such as daily vacuuming, dust mopping or light damp mopping to remove dirt, abrasive substances or foreign particles.

Non-Transferrable Limited Warranty. This Warranty is not transferrable and extends only to the original purchaser and the original installation site. The period covered by this Warranty extends from the date of purchase.

Inspection. This Warranty is subject to purchaser's duty to conduct a timely inspection of the product upon receipt and prior to installation and to report any visible damage to or inconsistencies in the product within ten (10) days of receipt of the product. This Warranty does not cover flooring that has been installed with obvious damage or visual defects.

Product Storage. Flooring must be properly stored at all times between receipt and installation. Storage temperatures must be maintained continuously between 50°F and 80°F and relative humidity must be maintained continuously between 30% and 60%. These required temperature and relative humidity ranges apply not only to the storage of the product prior to installation and the conditions during installation, but also to the year-round ambient environment of the floor after installation.

Product Acclimatization. EcoTimber flooring must be allowed to adjust to the temperature and humidity of the installation site prior to installation. Failure to allow the flooring to properly acclimatize prior to installation will

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void this Warranty. Necessary acclimatization periods will vary based on the specific conditions prevailing at the installation site.

Installation. This Warranty is subject to the proper preparation of the job site and skilled installation of the flooring in accordance with the installation guidelines set forth by the National Wood Flooring Association. Installation of wood flooring requires specialized knowledge and experience and proper evaluation of the unique environmental and structural characteristics of the installation site. EcoTimber does not assume responsibility for the suitability of the flooring and accompanying products for any specific application since EcoTimber has no control over the installer's installation procedures. Installation must be performed by a qualified professional installer and installation performed by inexperienced installers will void this warranty. Damage or defects in the flooring caused by or resulting from poor installation workmanship, installation failures, including sub-surface, sub-flooring, or job-site environmental deficiencies, are not warranted.

Care and Maintenance. This Warranty is subject to the proper care and maintenance of the flooring. Adequate humidity levels must be maintained at all times and the use of humidifiers may be necessary in dry climates. The flooring must not be exposed to extreme heat, dryness, moisture, water saturation (including wet mopping), and other sources of moisture or changes in moisture. This limited warranty does not apply to water damage of any kind. Alterations or repairs to the flooring which are not authorized by EcoTimber in writing will void this Warranty.

Excessive Wear. This Warranty excludes impact damage or wear from furniture, seating or fixtures on casters, or equipment used without proper protection. This Warranty excludes indentations, scratches or surface damage caused by lack of proper maintenance, misuse, negligence, man-made or natural disasters, burns, gouges, spiked heel shoes, golf shoes, roller skates, pet claws, toys, tools, water, chemicals, adhesives or tape, erosion, pebbles, sand and other abrasives or any intentional misuse of this product. Finish wear-through is defined as 100% finish removal over a minimum of 10% of the total installed surface area.

Natural Variations. Natural wood characteristics, such as color variations, grain variations and small knots are normal characteristics and are not considered defects. This Warranty does not cover normal variations between samples or photographs and the color and graining of the installed flooring. Variations in gloss or sheen levels are not defects for purposes of this Warranty. Changes in finish gloss or sheen levels during or following installation of the flooring are consistent with normal wear and tear and are not considered to be defects or constitute wear for purposes of this Warranty.

Normal Changes with Age. Exposure to UV light and sunlight over time will result in changes in the color or shading of flooring and these changes may vary based on the intensity and duration of exposure to light. Changes in the color of the flooring with age are not a product defect.

Further Limitations. This Warranty applies only where the affected area of the flooring is visible and the affected area covers an area greater than 10% of the total installed area. This Warranty does not apply to unfinished or oil-finished products or to EcoTimber moldings or trims. This Warranty is effective only upon final payment and proper installation of the product. EcoTimber flooring products are not warranted for installation over radiant in-floor heating systems unless specifically indicated. Refer to the Instructions for the specific products warranted for radiant heat applications. This Warranty does not apply to product designated at the

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time of purchase as 'B' grade, thrift, antique, bargain, economy, or cabin grade, or items which are sold "as-is" or as "discontinued". Damage that occurs during shipping of the product is the responsibility of the shipping company.

Claims. Purchasers have a limited time in which to report a claim under this Warranty. Claims under this Warranty for visible damage or imperfections to the product must be made in writing, within thirty (30) days of receipt of the product. All other claims under this Warranty must be made in writing, within thirty (30) days after the condition has been detected.

If EcoTimber accepts a claim under this Warranty, it will repair or replace, at its option, the affected flooring material. If the flooring product covered by a claim is no longer available, EcoTimber will replace the affected flooring material with a product of EcoTimber's choosing of equal or greater value. Replacement flooring is not warranted to match in color, grain and gloss with the existing floor. If EcoTimber is unable to correct the defect covered under this Warranty, EcoTimber in its sole discretion may satisfy this Warranty in full by refunding the wholesale purchase price for the portion of the floor covered by this Warranty.

All warranty claims must be accompanied with a valid proof of purchase in the form of a sales receipt or other documents which establish proof and date of purchase. EcoTimber reserves the right to require photographs and other reasonable documentation of the affected flooring and to have a designated representative inspect the flooring and remove samples for evaluation of the claim.

This Warranty is limited to a single, one-time repair or replacement of the defective material and shall be the purchaser's exclusive remedy. This Warranty does not cover repair or replacement of cabinets, appliances, furniture or other furnishings, fixtures or objects. Purchaser's costs for labor for installation, removal, repair or re-installation are not included in this Warranty.

UNDER THE TERMS OF THIS LIMITED WARRANTY, ECOTIMBER IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, AND ECOTIMBER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, OR ANY CLAIM BY A THIRD PARTY, RESULTING FROM THE USE OR LOSS OF USE OR THE PERFORMANCE OR NON-PERFORMANCE OF ECOTIMBER FLOORING NO MATTER WHAT THE CAUSE, INCLUDING, WITHOUT LIMITATION, ANY "CHEMICAL SENSITIVITY" REACTIONS TO OFF-GASSING FROM ECOTIMBER'S PRODUCTS. THE WARRANTY IS AN EXCLUSIVE REMEDY AND IS LIEU OF ALL OTHER REPRESENTATIONS, COLLATERAL AGREEMENTS, CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXISTING BEYOND THE TERMS OF THIS LIMITED WARRANTY. THIS WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS AND THE LAWS OF CERTAIN STATES MAY AFFORD PURCHASER WITH ADDITIONAL RIGHTS.

This Warranty only covers flooring shipped from EcoTimber on or after June 1, 2011. Flooring shipped from EcoTimber prior to this date is covered by a previous warranty, which is available by calling 303-586-9420.