

Regal HARDWOODS

Residential Limited 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 a proven glue bond failure, and not as a result of environmental conditions that cause shearing, 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.

NOTE: Regal Hardwoods, Inc. will not be held responsible for structural failure of the product due to improper site conditions such as excessive moisture or prolonged exposure to Relative Humidity ranges beyond the 35% - 55%. Shearing is not a manufacture problem.

LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR

Lifetime for 1/2" Engineered Products with our ScuffGARD Urethane Finish
50 Years for 3/8" Engineered Products with our ScuffGARD Urethane Finish
25 Years for All Engineered Products with our Nature GARD Hard-wax Oil Finish

Regal Hardwoods will warrant under normal residential conditions and uses, and providing that Regal Hardwoods' maintenance guidelines are strictly followed, that the our finish will not wear through to the hardwood flooring for the time listed in the above product reference guide. Failure to do so will void this warranty. In the event that the finish wears through to 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 retail 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 are 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: We do not offer complete instructions since practical applications vary between geographic regions and between individual job sites. Consult a licensed wood flooring contractor/installer for recommendations regarding your specific project or consult the National Wood Flooring Association (NWFA) installation guide for engineered hardwood floors. Damage caused by improper storage, handling, or installation 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; and failure by the installer to test for proper humidity prior to or at the time of installation. 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 and can settle permanently in the grain of the wood. Regal Hardwoods IS NOT responsible for any costs associated with removal or cleaning construction dust from the open grains of the wood.

Improper Maintenance: We recommend that you use only Regal Hardwoods, Inc. approved maintenance products as outlined in our maintenance guide. Use of any cleaning products other than those specifically formulated for our flooring, or improper use or application of any recommended cleaning or maintenance product, may damage the floors and void this warranty. Damage to the flooring such as dents, scratches, or dulling of the finish is 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 non-approved household cleaners that contain lemon, orange, or tung oils; 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; pet urine, feces and any bodily fluids; 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.

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.

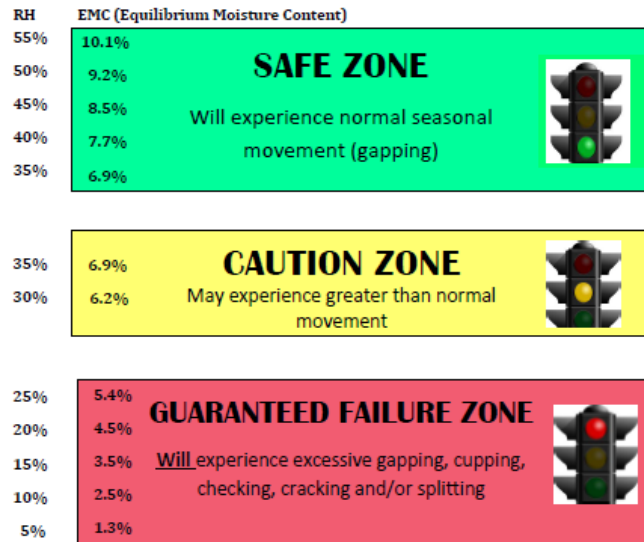
Splintering: Hand-scraped wood floors are designed with a rustic and distressed looking surface. Running and/or sliding on hand-scraped wood floors is NOT recommended. Like any natural wood product, wood flooring can and will splinter if improperly installed, maintained, or used in a manner for which the hardwood flooring is not designed, i.e. running or sliding. Certain cleaning pads and clothing may also catch on wood fibers causing splinters to lift up. These splinters should be repaired immediately. Splinters caused by improper installation, cleaning or use (including but not limited to running or sliding) are NOT a manufacturing defect and are NOT covered under this warranty.

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.

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 damage caused by: (1) moisture infiltration; (2) abrasive wearing of the finish in high traffic areas, pivot points and seating areas; (3) extreme low humidity (below 35% for an extended period of time; in such conditions planks may shrink and or exhibit surface checking and/or delamination until the humidity returns to a normal level); (4) extreme high humidity (above 55% for an extended period of time); or (5) other extraordinary circumstances.

Seasonal Issues: Delamination, cracks or checks in the surface of planks due to extreme low humidity (below 35%), extreme high humidity (above 55%), or dramatic fluctuations in humidity are inherent in all wood products and may affect your floor's finish. Delamination and 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%.

Factory Finished Flooring Performance by Zones Relative Humidity / Flooring Moisture Content



Most factory finish flooring manufacturers state their flooring will perform best within the RH range of 35-55% inside relative humidity

(Above chart courtesy of Roy Reichow of National Wood Floor Consultants, Inc.)

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 Regal Hardwoodsfloors.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 THIS WARRANTY. THIS 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 BREACH OF CONTRACT, BREACH OF WARRANTY OR TORT INCLUDING NEGLIGENCE OR MISREPRESENTATION. 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.

INTERPRETATION

The validity, interpretation, and performance of any obligations under this warranty agreement shall be controlled by and construed under the laws of the State of Texas.

JURISDICTION

The parties unconditionally agree to exclusive jurisdiction and venue in the courts of Dallas County, Texas for any and all disputes arising out of this warranty agreement or any alleged damage caused by any product sold hereunder, whether arising out of tort, contract or otherwise.

WAIVER OF TRIAL BY JURY

The parties unconditionally waive all right and claim to trial by jury for any and all disputes arising out of this warranty agreement or any alleged damage caused by any product sold hereunder, whether arising out of tort, contract or otherwise.

VALIDITY

If one or more of the provisions contained in this warranty agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision of the agreement.

ENTIRE AGREEMENT

This warranty agreement is provided to you at or around the time of your purchase and you acknowledges receipt of same. Your failure to return the signed agreement to Regal Hardwoods shall not affect the enforceability of the agreement, which you agree is effective upon receipt by you. This warranty agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings, negotiations, and discussions, whether oral or written, of the parties. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party against whom enforcement is sought. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Accepted this _____ day of _____, 201__.

By: _____

Name: _____

WARRANTY REGISTRATION CARD

Please take the time to fill out our warranty registration card and send to:

Regal Hardwoods, Inc.
1540 Selene Dr.
Suite #110
Carrollton, TX 75006

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