



## **Maverick Collection Finish Limited Wear through Warranty**

The Maverick Collection UV-cured urethane finish is warranted against wear-out for one (1) years for commercial installations, three (3) years for light commercial installations, five (5) years for hotel guest rooms and fifty years (50) 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 veneer surface layer.

### **THE SOLE REMEDIES FOR BREACH OF THE MAVERICK COLLECTION 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.

**FROM END OF FIRST YEAR THROUGH END OF WARRANTY PERIOD (LIGHT COMMERCIAL – 3 YEARS, HOTEL GUEST ROOMS – 5 YEARS AND 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.

### **MAVERICK COLLETION 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. 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.
4. Failing to follow the recommended installation and maintenance procedures specified and provided by Nydree Flooring. 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](http://www.nydreeflooring.com).
5. Wear resulting from conditions other than normal pedestrian traffic.
6. Problems due to excessive moisture, alkaline substances, or hydrostatic pressure in subfloor.
7. Excessive wet damp mopping or floor flooding.
8. Using the flooring outdoors. Maverick Collection Flooring is intended for interior use only.
9. Gloss reduction from use and the lack of walk-off mats at entry ways.

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.

### **WARRANTY CLAIMS:**

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. Most disputes or claims can be resolved informally between the parties. Any unresolved disputes or claims under this Warranty shall be resolved exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated. The arbitration shall be conducted by a single arbitrator agreed to by the parties and shall be limited to the dispute between you and Seller. The arbitrator shall have the authority to award the prevailing party, if any, the filing fees and administrative costs of arbitration, including the cost of the arbitrator, and reasonable attorney's fees. Venue for such arbitration proceeding shall be Bedford County, Virginia, or such other location mutually agreed to by the parties. **ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.**

**WARRANTY DISCLAIMERS/LIMITATION OF LIABILITY:**

**THE LIMITED LIFETIME WEAR/STRUCTURAL DEFECT WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY THE LIMITED LIFETIME WEAR/STRUCTURAL DEFECT WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT,**

**SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE.**

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.

If any product to which this Limited Warranty applies is a consumer product under the Magnuson-Moss Warranty Act (15 U.S.C.A. §2301, et seq.) or other applicable law, the foregoing requirements for binding arbitration and disclaimer of implied warranties shall not apply, and such implied warranties and remedies shall apply as provided under applicable law.

THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND ANY APPLICABLE FEDERAL LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF THIS WARRANTY SHALL BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN BEDFORD COUNTY, VIRGINIA.