



Limited Lifetime Acrylic Infused Wear Surface Warranty
Limited Lifetime Structural Defect Warranty
Pedestrian/Pedestrian 2.0 Urethane Finish Limited Wear through Warranty

LIMITED LIFETIME ACRYLIC INFUSED WEAR SURFACE WARRANTY: All Nydree acrylic infused wood flooring products as well as solid hardwood floor moldings and accessories are warranted against wear-out of the acrylic infused 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 infused wear surface or removal of the infused wear surface down to the first glue layer of the laminated flooring product.

LIMITED LIFETIME STRUCTURAL DEFECT WARRANTY: All Nydree acrylic infused 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 INFUSED 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.

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 INFUSED 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. 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. While alternate adhesives and maintenance materials can be used with Nydree Flooring, we strongly recommend the use of Nydree MRA1585 and Nydree Natural Floor Cleaner. When an alternate adhesive is used, any debonding or moisture-related issue associated with failure of the flooring falls back on that adhesive manufacture. Same goes with the use of alternate maintenance materials, any type of Pedestrian 2.0 finish failure will fall back on the maintenance material supplier.
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. Using the flooring outdoors. Nydree Flooring is intended for interior use only.
8. Gloss reduction from use and the lack of walk-off mats at entry ways.
9. Color variation between samples and/or printed illustrations and actual product.
10. Splits, checks or cracks in the flooring from failure to keep installed flooring consistently above 30% relative humidity.

11. Debonding, buckling, or warping in the flooring from failure to keep installed flooring consistently below 55% relative humidity. Occasional spikes of relative humidity in the 55-85% range are acceptable, but every effort should be made to keep 30-55% relative humidity. (Use of AC and Dehumidifiers) Exception: Reclaimed Oak already has inherent splits and cracks that allow its use in an environment outside the recommended 30-55% relative humidity range.
12. Merchandise installed with obvious defects or not in architect/designer specifications for wood specie, color, width, grain, finish (gloss level) or pattern.
13. Knot holes, nail holes, worm holes, splits, heartwood, saw kerfs and colorful patina in Reclaimed Flooring.
14. Off-goods or lower grade flooring. Material purchased must be first quality or prime product.

PEDESTRIAN / PEDESTRIAN 2.0 URETHANE FINISH LIMITED WEAR THROUGH WARRANTY:

The Pedestrian/Pedestrian 2.0 UV-cured urethane finish applied to NYDREE Flooring as well as solid hardwood floor moldings and accessories is warranted against wear-out for ten (10) years for commercial installations 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 acrylic infused surface layer.

THE SOLE REMEDIES FOR BREACH OF THE PEDESTRIAN/PEDESTRIAN 2.0 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 (COMMERCIAL – 10 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/PEDESTRIAN 2.0 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. All of Nydree Flooring's **LIMITED LIFETIME WEAR SURFACE AND STRUCTURAL DEFECT WARRANTY EXCLUSIONS** (covered on Page 1).

NOTE: Nydree Flooring's Pristine Collection has no finish 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.

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.

08/2018



Application for Warranty (both Residential and Commercial Installations)

Nydree Sales Order Number: _____ Purchaser: _____

* * * * *

Owner's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

* * * * *

Installer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

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Flooring Product #1: Date: _____

Collection: _____ Sq.Ft.: _____

Specie: _____ Color: _____

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

Problems (if any) encountered in installation: _____

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

Installer Date

* * * * *

I, _____, the Owner, accept the installation of the Nydree Acrylic Infused 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 Nydree Flooring and according to specified procedures.

Owner Date 09/2017