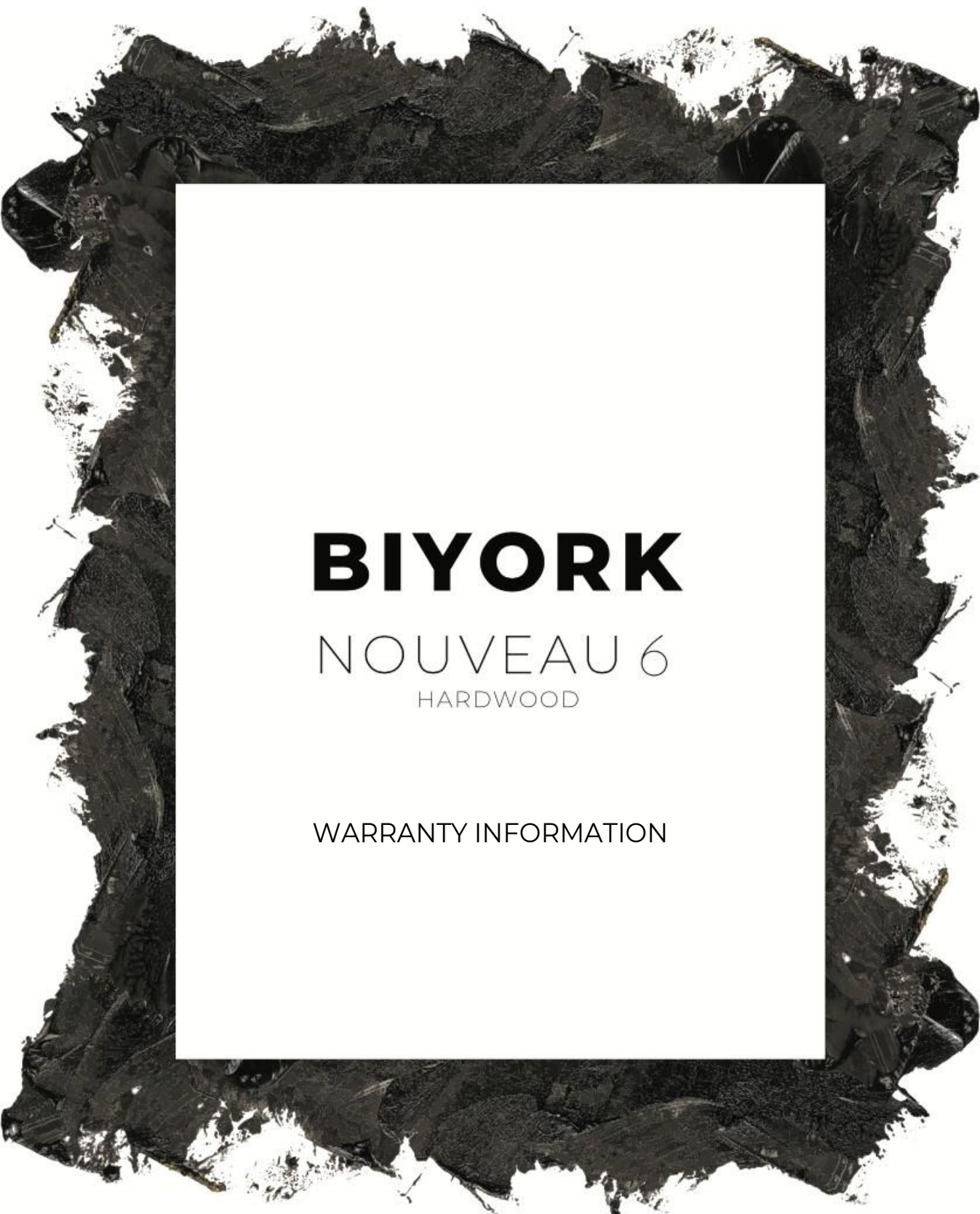




BIYORK

NOUVEAU 6
HARDWOOD

WARRANTY INFORMATION

NOUVEAU HARDWOOD WARRANTY

Biyork hereby warrants to the original buyer of Biyork Solid Wood & Engineer Wood floors to be free from manufacturing defects for as long as Buyer owns the home. Hardwood is a natural product which may have naturally occurring variations in grain, colour, mineral streak, and knots. The owner/installer of Biyork Flooring must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes before installation. Owner/Installer has up to 30 days from the time of installation and a visual defect is spotted to file a claim.

Finish Warranty

Biyork hereby warrants to the Original Buyer that the factory applied finish will not wear through or will not lack finish adhesion as a result of normal use. It is recommended to see product samples from your retailer for the duration of this warranty on specific products. Diminished gloss is not considered wear through of the finish. In the event the finish wears through or releases from the Biyork Materials Canada Flooring, we will; at our discretion, repair or replace the affected planks or area.

This Limited Lifetime Residential Warranty is pro rata. A pro rata warranty is one that provides a refund or credit and decreases according to a set formula as the warranty period progresses. The original warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a percentage of ownership per year based upon the warranty period.

The Limited Lifetime Residential Warranty is prorated over 33 years. Any services that are provided as part of this warranty do not extend the warranty period. This limited Residential Warranty does not apply to Cabin grade or other downgraded or discontinued product(s) that are sold **"as is"**.

Any and all representations, promises, warranties or statements by Biyork or its agents that differs in this manner from the terms of this limited warranty shall be of no force or effect unless in writing and signed by a duly authorized signing officer.

If there is a conflict between these general terms and conditions and the terms and conditions of the warranties as specified, the terms and conditions of the warranties specified shall supersede any previous or future agreements. This warranty is conditioned upon Biyork receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period, and evidence that the Biyork Materials Canada Flooring is not subject to any of the limitations described below. This Agreement constitutes the entire understanding between the Biyork and the original purchase relating to the sale of the Company products and supersedes and cancels all prior or future written and oral agreements and understandings with respect to the subject matter of this Agreement.

Additional Warranties Exclusively For Hardwood Floors

Structure Warranty

Biyork hereby warrants to the original buyer of the Engineer Wood flooring products that, under normal use, the plies will not separate for as long as the Buyer owns the home. Biyork Materials Canada will, at its discretion, repair or replace any defective planks at no cost to the Buyer.

Moisture Warranty

Biyork hereby warrants to the original buyer against moisture damage due to topical spills or subfloor moisture for as long as the Buyer owns the home. Topical spills of normal household substances (food and beverage) must be removed promptly. Topical spills allowed to remain on the floor for any considerable time will damage the products and void this warranty. Flooding, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not topical spills and are not covered by this warranty. If the floor fails due to the incursion of moisture from the subfloor, Biyork will replace the damaged material at no cost to the Buyer for one time only, if testing approved by Biyork indicates that moisture penetrated the subfloor.

These limited warranties cover material only. Labor is excluded from this warranty and labor costs must be incurred by the Buyer. This Moisture Warranty applies to Engineer Wood floors only. Solid Wood products are not approved for direct glue applications and are not covered by this warranty.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided for others. Biyork products may be installed on, above or below grade on all common subfloors and are warranted against subfloor moisture if the below conditions are met:

- Written verification that the concrete subfloor has moisture of no more than 3lbs. per 1000 square feet per 24 hours using a calcium chloride test; or
- Written verification that the concrete subfloor has an acceptable reading using an electronic concrete moisture meter; or
- Written verification that the wood subfloors have a moisture reading of less than 13% using an electronic wood moisture meter; and adhesive is used. Buyer must present original sales receipt showing installation of Biyork Materials Canada Flooring Adhesive.

Jobsite Conditions

Biyork Materials Canada recommends that all Biyork Materials Canada Flooring be acclimated a minimum of at least 72 hours before installation. The purpose of acclimation is to allow the moisture content of the wood to adjust to “normal living conditions” at the site. These are the temperature and humidity conditions that will typically be experienced once the structure is occupied.

Engineer Wood: The room temperature must be within a range of 60° to 80° F, with relative humidity in a range of 35 to 55%. Concrete subfloor moisture must not exceed 3lb per 1,000 square feet per 24 hours (ASTM 1869 or ASTM F2170-02). These environmental conditions are specified as pre-installation requirements and should be maintained for the life of the product. Environmental conditions consistently outside of these parameters could result in product performance problems not covered under these warranties.

Solid Wood: The room temperature must be within a range of 60° to 80° F, with relative humidity in a range of 35 to 55%. The subfloor and flooring should be tested with an appropriate moisture meter. The subfloor moisture level must not exceed 12%. The difference between the moisture content of the wood subfloor and the Solid Wood flooring must not exceed 4% for products less than 3” wide. For Solid Wood products equal to or greater than 3” wide, the moisture content of the wood subfloor and hardwood floor should not differ more than 3%. Solid Wood is not suitable for application over a concrete subfloor. Environmental conditions consistently outside of these parameters could result in product performance problems not covered under these warranties.

Limitations on Liability

In the event Biyork determines that one or more of the above warranties apply to a claim by Buyer, Buyer's exclusive remedy and Biyork sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either the repair or replacement of the defective Biyork Materials Canada Flooring for the affected area only, or the refund of the applicable purchase price:

BIYORK MATERIALS CANADA HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BIYORK MATERIALS CANADA HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE BIYORK MATERIALS CANADA FLOORING. BIYORK MATERIALS CANADA EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- This warranty does not cover finish defects unless the square footage of such defective flooring exceeds 10% of the total square footage of your purchased flooring. Biyork shall elect to repair or replace the flooring which has proven defective, then Biyork Materials Canada will supply a new flooring of the same colour and grade, if available. If such Biyork Materials Canada Flooring is unavailable or discontinued, Biyork Materials Canada reserves the right to supply a Biyork Materials Canada Flooring of similar value and appearance.
- Warranty coverage is limited to a one-time floor replacement.
- These limited warranties do not apply to Cabin grade or other downgraded or products, and any such product(s) are sold "**as is**".
- Any and all representations, promises, warranties or statements by Biyork Materials Canada or its agents that differ in any manner from the terms of these limited warranties shall be of no force or effect unless in writing, signed by a duly authorized officer of Biyork Materials Canada.

Any of the below shall void and invalidate the above limited warranties:

Visible Defects

Boards with visible defects must not be installed. Visible defects are those defects which are apparent on the face of the flooring. Boards with visible defects must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation. A product deformity that is not measurable or that is visible only under certain light or from certain angles is not considered a defect and therefore not covered under the warranty. It is the responsibility of the Buyer and Installer to inspect the flooring prior to installation. BIYORK accepts no responsibility for liabilities, claims, or expenses, and including labor cost, where flooring with visible defects have been installed.

Building Settling or Uneven Subfloor

Building settling or uneven subfloors are considered part of the pre-installation inspection process. Do not install the flooring if these conditions exist. **Biyork Materials Canada's limited warranties do not cover damage or defects caused by settling or uneven subfloors.**

Improper Installation

Biyork Wood Floors must be installed in strict accordance with Biyork written installation instructions. Improper installation counter to Biyork written installation instructions can result in failure of Biyork Floors.

Biyork limited warranties do not cover damage or defects caused by improper installation.

Improper Maintenance or Inadequate Care

Biyork flooring requires maintenance performed in accordance with Biyork written maintenance instructions. These limited warranties do not cover damage or defects caused by improper maintenance or inadequate care. DO NOT use steam cleaners, spray cleaners or any device that sprays liquids directly on the floor.

Refinishing

While the factory finish of Biyork Flooring may be refinished, **doing so will void the Finish warranty.**

Accidents, Abuse or Abnormal Wear

Biyork does not warrant for damage or defects resulting from accidents, abuses, or abnormal usage which stain or scratch the finish, diminish gloss, or indent the surface. Biyork limited warranties also do not cover damage or defects caused by heavy or concentrated foot traffic, damage by pet claws (nails), or failure to use walk-off mats to protect the Biyork Materials Canada Flooring from sand, gravel or other abrasives.

Indentations from High Heels on Shoes

A high heel can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel that has a diameter of approximately 3/8", walking on any wood surface with high heels is considered abusive. Biyork limited warranties do not cover damage or defects caused by high heels, shoes in need of repair, or cleats.

Problems with Moisture or Dryness

Biyork limited warranties do not cover damage or defects caused by wetting or the presence of excessive moisture, or by conditions which are too dry. Flooding, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, Clothes washers, etc.) are not covered by this warranty. See Biyork Materials Canada's written installation instructions for more details.

Excessive Lighting

Biyork Materials Canada's limited warranties do not cover damage or defects including but not limited to color change caused by excessive sunlight or intense lighting. Excessive sunlight or intense lighting can cause color changes in the finished product. Window treatments will usually provide adequate protection against excessive sunlight or intense lighting. Additionally, due to the effects of excessive sunlight or intense lighting, new and/or replacement flooring may not match display samples and/or existing flooring.

Difference from Samples

Biyork limited warranties do not cover visible differences between colour samples and colour of installed floors. **Buyer should approve the colour of the Flooring prior to installation.**

Radiant Heating

Solid Wood is not warranted for use with radiant heating systems. Engineer Wood floors may be used with radiant heating systems provided they are installed in compliance with Biyork installation instructions.

Transferability

These warranties apply only to the original Buyer and to the Biyork Materials Canada Flooring in its original installation. These warranties are not transferable.

Buyer's Obligation

Buyer agrees to follow all installation, care and maintenance directions related to the Biyork flooring products. Buyer also agrees to allow Biyork the opportunity to repair any claimed defects. In the event of removal or repair of flooring occurs before Biyork inspects the installed floor, warranty may be void. The original proof of purchase must be supplied along with a warranty claim submission.