

The warranties described apply to the original purchaser only and are subject to the Procedures, Limitations, Exclusions, and Disclaimers as set forth herein. These limited warranties are not transferable or assignable. The warranties are applicable to "First Quality" EF Floors & Design, LLC d/b/a "Emily Morrow Home". Emily Morrow Home approved products only, purchased after June 3, 2019 for residential or light commercial use. Emily Morrow Home wood floors are manufactured to ANSI/HPVA EP 2012 or ANSI/HPVA EP 2019 standards, whichever is in effect at the time your floor was manufactured. For complete list of commercially approved products, contact Emily Morrow Home at help@emilymorrowhome.com.

#### LIMITED WOOD WEAR LAYER WARRANTY

35-Year Limited Residential Wear Layer Warranty, 5-Year Limited Commercial Wear Layer Warranty

Emily Morrow Home warrants to the original purchaser only that Emily Morrow Home floors will not wear through the top of the veneer within thirty-five (35) years from the date of installation. Wear is defined as at least 2.5 mm surface wear-through over at least 5% of the area of the total installation for a project. Additionally, Emily Morrow Home floors warrants the structural integrity of the floor against delamination of the top ply of veneer for a thirty (35)-year period.

#### LIMITED FINISH WEAR WARRANTY

The product's finish is warranted to the original commercial purchaser for five (5)-years against wear-through from the time of purchase on light commercial applications and fifty (50)-years on residential installations. Finish wear-through is defined as 100% finish removal over at least 5% of the area of a total floor installation. NOTE: Gloss reduction or surface scratches in the finish are not considered surface wear and are not covered under this warranty. Dull finish can be corrected with spot or overall recoating care systems.

## **OMG PROOF WARRANTY**

Emily Morrow Home wood floors are the only wood floors available with an OMG PROOF Warranty. At our factory we coat all six surfaces of the floor with a water resistant coating. Testing shows that this enhanced moisture resistance significantly improves the floor's performance when temporarily exposed to spills or moisture (up to three days). So much so that we can warrant against damage from wet mopping with approved cleaning systems (see section 5. in the maintenance guidelines below for the approved wet cleaning systems).

Small splinters may naturally occur and are not uncommon in hardwood floors, especially in dry climates. Emily Morrow Home hardwood may have small splinters that are less than 12" long but these should not be widespread - defined as on more than 5% of the total boards. Homes with dogs will experience more splintering, as pet toenails can pull them up from the face and edges of the planks. Wet mopping with water and/or non-approved cleaners may cause splinters to form in all wood floors and invalidates this warranty.

Our products are natural and therefore not recommended for applications such as areas with heavy commercial foot or vehicular traffic, (e.g. department store aisles or airport terminals or industrial floors) and such applications are not covered under this warranty. If installed in these areas, protective mats should be utilized to cover the high traffic areas or the finish will wear quickly.

# Register the Job Site

Please let us know the exact location and the precise date of the installation so that we can include them in our records.

Emily Morrow Home's sole obligation under this limited light commercial warranty or residential warranty is to either: (1) provide flooring planks to replace the actual planks that failed to meet the applicable warranty (the "defective planks") or (2) refund the purchase price (as described below) if Emily Morrow Home determines that it is not commercially practical to provide replacement planks. Emily Morrow Home shall have the sole authority to select replacement flooring products. Emily Morrow Home shall not be responsible for any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products. The term "refund of the purchase price" shall mean the amount that the purchaser paid for the defective planks (as either established by the purchaser's original invoice or by Emily Morrow Home using its standard pricing tables in lieu of an original invoice) prorated over the remaining life of the term of applicable limited warranty. Emily Morrow Home makes no warranty other than the warranties described in this document and assumes no responsibility beyond providing replacement flooring or refund of the purchase price sufficient to satisfy the warranty claim.

## WARRANTY EXCLUSIONS

Wood is a natural product containing natural variations in color, tone, and graining. Emily Morrow Home 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 levels between samples/models and installed flooring. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample DOES NOT create a warranty of any kind that the goods you purchased shall conform to. Any such warranties based on any such sample or models are specifically disclaimed.

- 1. Any damage to surrounding structure such as walls, subfloors, furniture, underlayment, moldings, trim, subfloor heating elements, or anything that is not the flooring product itself.
- 2. Damage to the subfloor or mold and/or mildew growth may occur with repeated or undiscovered moisture exposure and are specifically excluded from this warranty.
- 3. Flooring that is installed outside or in environments exposed to extreme variations in temperature and/or humidity. Emily Morrow Home floors are not warranted against damage caused by manmade or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation or standing water during or after construction or

normal wearing of the finish in high traffic areas, pivot points and seating areas; or extreme weather conditions where extreme dips in temperature may cause the relative humidity to dip below the average target relative humidity for a short period of time. This may cause extreme low humidity (below 30%) for an extended period of time. In extreme low humidity conditions (below 30%), planks may shrink and or exhibit surface checking even after the humidity returns to a normal level. This is not a defect in the product it is a natural characteristic of wood material under certain temperature and humidity conditions.

- 4. This Lifetime Limited Warranty excludes all casualty events involving water exposure normally covered by Homeowner's Insurance.
- 5. Improper installation. Installation must be in accordance with the current Emily Morrow Home installation instructions included in the cartons of material or the warranty is voided. In addition, Emily Morrow Home is not responsible for material installed with visible defects. Damage caused by improper storage, handling or installation methods invalidates these warranties. See installation instructions at <a href="mailyMorrowHome.com"><u>EmilyMorrowHome.com</u></a>.
- 6. Improper care and maintenance. Failure to maintain the flooring products in accordance with a commercial floor care system approved by Emily Morrow Home will void the warranty. Damage to the flooring such as dents, scratches, or dulling of the finish (loss of gloss) are NOT covered. Wet or damp-mopping the floor with water or other non-approved wet cleaning systems will also invalidate these limited warranties. (See section 5. in the maintenance guidelines below for approved wet maintenance systems).
- 7. Cabinets or other built-in appliances that are installed on top of a Emily Morrow Home Hardwood Floor. EMH Hardwood Floors should be installed after such items and after painting and interior finishes have been completed.
- 8. Seasonal surface checking is inherent in all wood products over time and is not covered.
- 9. Recoating or Finish Alteration will void the finish warranty. Use of hardwood cleaning machines including steam cleaners, auto-scrubbers; use of non-recommended maintenance and floor-care products including but not limited to oil soaps, liquid or paste wax products, or other commercial cleaners that contain acrylic; neglect or abuse including but not limited to taking proper precaution 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. Site allied finishes invalidate the OMG Proof Warranty as these coatings will scuff and scratch easily whereas the factory finish does not scratch easily.
- 10. Natural Sunlight will cause aging and color change in all wood including your Emily Morrow Hardwood Floor.

## WARRANTY DISCLAIMERS

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. EMILY MORROW HOME SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED,

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

EMILY MORROW HOME SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALL COVERINGS, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF ANY FLOORING PRODUCTS. THE REMEDIES AS MORE FULLY DESCRIBED IN ABOVE LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH BY EMILY MORROW HOME OF ANY EXPRESSED AND/OR IMPLIED WARRANTIES THAT MAY PERTAIN TO THE FLOORING PRODUCTS. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE FLOORING PRODUCTS. THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF TENNESSEE OR IN THE UNTIED STATES DISTRICT COURT FOR THE DISTRICT OF TENNESSEE.

#### RECOMMENDED FLOOR CARE INSTRUCTIONS

Please read the following information in regard to the proper maintenance of your wood flooring. In order to protect your new hardwood floor and to keep it looking new, it is important to follow some basic procedures to protect it for years to come. Our factory finish is one of the most advanced finishes made today. The finish contains aluminum oxide which offers increased protection that allows for a better wearing finish, yet the finish is still capable of scratching and losing some of the gloss level. By simply following our recommendations the floor will give you years of service.

## Preventative Care

- 1. Prior to placing furniture, heavy objects, or equipment on the hardwood floor, floor protectors should be placed on all legs or corners to prevent scratching or denting of the hardwood floor. Do not slide or drag objects across floor as they may scratch and/or dent the hardwood flooring.
- 2. Place commercially rated mats at all exterior entrances to absorb street dirt and moisture. The mats need to be periodically cleaned, changed or dried out as often as needed. In addition, place mats at high-wear traffic areas and/or pivot points. Example checkout counters. Keep in mind that mats or area rugs may cause color differences due to variation in light exposure.
- 3. Maintain a humidity level between 30% 50% Relative Humidity to help reduce and minimize gapping which can be more noticeable on lighter colored woods or stains.

4. When possible avoid direct sunlight from hitting the surface of the flooring as Ultraviolet light can change the appearance of wood flooring causing discoloration.

#### Routine Maintenance

- 1. Sweep, vacuum, or dust mop as needed to remove loose dirt or grit from the surface of the flooring. Doing so will help to prevent wear and scratches on the finish. Use only a soft bristle type broom or vacuum attachment that is recommended for hardwood floors. For dust mopping use only an untreated electrostatic type dust mop such as Swiffer® distributed by Proctor & Gamble. For information on Swiffer call 1-800-214-8734. Scrubbing machinery, steam cleaners or power scrubbers are not recommended to clean the floor.
- 2. Blot up liquids with a clean dry cloth. It is best not to allow spills or puddles to remain on the floor for an extended period of time as it may cause damage to the subfloor or cause mold or mildew to develop.
- 3. For routine cleaning Use the Bona® Swedish Formula® Hardwood Floor Care System or Basic Coatings Squeaky Cleaner. For information on Bona Kemi products call 1-800-574-4674 (8-5 MST) or go to <a href="https://www.bonakemi.com">www.bonakemi.com</a>. Information on Basic Coatings can be obtained by calling 1-800-441-1934 (8-5 CST) or visit www. <a href="https://www.bosaccoatings.com">basiccoatings.com</a>.
- 4. Apply Hardwood Floor Cleaner or mineral spirits to a clean rag to remove stubborn heels marks or stains.
- 5. Approved wet mopping systems: Swiffer Wet Jet maintenance system and Bona Care wet maintenance systems are the only wet mop systems approved with Emily Morrow Home OMG Proof wood floors. Do not damp mop your floor with water and a string mop or other non-approved wet cleaners or allow excessive water to remain on the floor as it may damage the sub floor or cause mold or mildew to develop. Avoid the use of products that contain oils or wax that may leave a residue allowing the floor to be slippery or sticky and in addition these materials may prevent future coats of finish from properly bonding to the original factory finish.

#### REPAIR PROCEDURES

Use of fillers or touch up kits available can help to repair minor scratches, splinters and/or gouges in the floor. In the event that a board has become damaged beyond repair it is possible to remove an individual board and replace it with a new one according to our installation instructions regarding single board replacement.

#### **RECOATING PROCEDURES**

When the hardwood floors have lost their shine, they usually can be recoated to restore the desired gloss level using the Bona PrepTM system with Bona TrafficTM or Bona StrongTM finishes or Basic Coating's Tykote® System with Street Shoe® or Street Shoe® XL. Prior to recoating the floors the finish manufacturer instructions must be followed properly to help ensure a successful application of finish.