## **ESCO LIMITED WARRANTY**

Esco floors are a quality made product. Esco's quality standards are backed by the following warranty terms and conditions.

## Warranty Terms and Conditions

- 1. This warranty covers only the original owner (hereinafter referred to as "You" or the "Purchaser") and first installation at the premises of an end-user consumer buyer.
- 2. Esco floors are engineered wood floors manufactured by Esco CZ Production s.r.o. (hereinafter referred to as the 'Product').
- 3. The warranty starts at the date of the delivery of the Product at the installation site. In case the Products are incorrectly stored, between the delivery of the Products at the storage location, at the distributor or retail location, this warranty is void and the party where the Products were wrongly stored shall be held responsible.
- 4. The term of the warranty is 10 years in case of residential use.
- 5. Esco will either repair or replace a defective Product according to its choice. In case replacement is decided, only products from Esco's current product portfolio, matching as closely as possible the warranted Products, will be available. No other form of compensation or damages will be provided. The warranty does never cover any labour cost associated with removal or replacement of Products.
- 6. If the repair or replacement occurs within year 1 or 2, 100% of the Product cost will be available to repair or replace the Product.
- 7. As from year 3, the warranty is degressive, by which the value lowers according the length of the use, along the following descending scales:

Year 3-4	80%
Year 5-6	60%
Year 7-8	40%
Year 9-10	20%

8. Esco may contract with Purchaser to perform any repairs hereunder, or Esco may at its own discretion, utilize a third party. The Purchaser will be responsible for any portion of the repair or replacement cost. Costs for removing or replacing the Product are not covered hereunder unless Esco elects to provide repairs. Incidental costs of repair such as, but not limited to moving furniture or removal and reinstallation of cabinets or the like are not covered

hereunder. The period of the original warranty is not extended by any repair or replacement of the Product.

- 9. This warranty applies worldwide.
- 10. Esco does not offer any warranties except those written in this document.

TO THE EXTENT PERMITTED BY LAW, THERE ARE NO IMPLIED OR OTHER WARRANTIES BEYOND THIS EXPRESSED LIMITED WARRANTY. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. ESCO EXCLUDES ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ESCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS LIMITED WARRANTY. THE LIMITATIONS AND EXCLUSIONS STATED HEREIN MAY BE LIMITED OR MODIFIED BY ANY APPLICABLE NATIONAL LEGISLATION OR BY YOUR STATE LAW, IN WHICH CASE SUCH NATIONAL LEGISLATION OR STATE LAW SHALL GOVERN.

11. Warranty Claims – If the Purchaser, has a warranty claim, please notify the Product defect within 30 days of detection of this defect by registered letter (with return receipt) sent to:

ESCO CZ Production s.r.o. Blatenská 267 387 31 Radomyšl Czech Republic

Esco will work with You to promptly effect any warranted repairs or replacement hereunder. You must retain and provide a copy of your purchase documentation, the product reference, and the first consumer sale documentation for any warranty claim hereunder.

12. WARRANTY EXCLUSIONS – The following are not covered by the Product warranty:

**Visible defects** - that are installed in the floor: floorboards with visible defects should not be installed and once installed are no longer covered by this warranty. In the case of any defect being detected, you must notify Esco in writing within 30 days of receipt of the Product, accompanied by a copy of your purchase invoice. In the case of any defect being detected, Esco will provide a replacement at no cost to you as soon as reasonably possible.

**Damage by misuse or poor maintenance**: The Product must be installed and maintained according to the Esco installation and maintenance instructions using the approved Esco maintenance products. Proof may be required that maintenance and installation have been done according to these Esco instructions and that the end user consumer has been advised by You of these instructions. Instructions can be found on the website <u>www.escoflooring.com</u> and/or at your dealership.

**Normal wear and tear**: Each oiled wood floor following Industry Standards is subject to normal wear and tear. Wear and tear resulting from failure to observe Industry Standards for maintenance and useful recommendations by Esco, are hereby excluded from this warranty. The following is only a partial exemplary list of Esco recommended use and maintenance procedures. For a

complete list, we refer to the Industry Standards (for the U.S.: www.nwfa.org; for Europe and all other countries: <u>www.parquet.net</u>).

Flooring can be cleaned with a slightly damp cloth; you should avoid excessive water and the floor must be dried after cleaning. Flooring should not be cleaned by steam cleaners, carpet cleaners, polishes or any liquid cleaners not specifically approved by Esco. Legs of furniture should be equipped with adequate protection material. Chairs or furniture on wheels must be equipped with soft wheels. A protective mat should be provided to offer protection under office chairs. Use of a vacuum cleaner with a beater bar head will damage the flooring, which damage is excluded from this limited warranty. Adequate protection at entrances for cleaning shoes is essential in order to avoid sand or grit. Breathable rugs or mats should be used in high traffic areas. Damage from liquid spills, stiletto heels, animal claws or nails, dropped objects or the like is not covered by this limited warranty. Flooring installed in bathrooms or other areas subject to spills or high humidity is not covered by this limited warranty.

Accidents such as but not limited to scratches from moving heavy objects on the floor, impact damage, consequential damage, fire, natural disaster or any circumstance other than normal usage.

**Humidity** damage and deformation of the floorboards due to unusually low (below 40%) or high (above 60%) humidity conditions.

**Normal color and structure variation**: wood is a natural product. There are no two identical trees and therefore each board is unique and has natural color and structure variations. Small marks such as but not limited to knots and mineral streaks are naturally occurring and have no effect on the quality of the floor.

**Difference between production batches**: As wood is a natural product, there will be variations. Esco strongly advises the installer to use the same production batch if applicable.

**Discoloration**: each wooden floor is subject to discoloration. Under the influence of sunlight, the color of the wood may either darken or lighten. This is a natural process.