

# LIMITED WARRANTY AGREEMENT

GOVERNING SOLID AND ENGINEERED FLOORING FOR  
RESIDENTIAL AND COMMERCIAL USE.

**DuraMagicFloor**

## Limited Warranty

DuraMagicFloor are manufactured by an experienced team that combines a passion for quality with a high level of technical expertise. Using the latest technology in wood flooring manufacturing and production, DuraMagicFloor are built to last and give you the mental peace that comes with buying a top of the line product that you can trust implicitly.

Thus, YINGCHENG INTERNATIONAL TRADING LIMITED (hereafter referred to as DuraMagicFloor) is proud to offer you the following Warranty Program (hereafter referred to as the Warranty). The Warranty covers our line of pre-finished flooring products: both solid and engineered, which have been installed following recommended DuraMagicFloor and NAWFA installation guidelines, maintained according to recommended floor maintenance procedures (As outlined in the DuraMagicFloor Solid and Engineered Installation Guides respectively and the Care and Maintenance Guide as well as the applicable NAWFA guidelines) and kept at a normalized level of humidity (Solid 35-55%, Engineered 35-65%).

DuraMagicFloor warrants that all of its products successfully meet established industry standards, as specified for each product category, as well as meeting our own high standards and are thus free from manufacturing defects. This warranty extends solely to the original purchaser of the floor, is non-transferable and applies only to residential or commercial (excluding heavy commercial) use. Low hardness species (those with janka ratings below that of red oak) are not recommended for commercial use.

The warranty is valid for all pre-finished hardwood flooring with a polyurethane finish manufactured after December 31, 2005 and sold under the DuraMagicFloor Flooring brand in the following collections as described.

In the event of a discrepancy between any other DuraMagicFloor warranty documents and the present document, the latter shall prevail.

## Prefinished Flooring Warranty

DuraMagicFloor warrants, to the original purchaser, that the **UV cured polyurethane surface finish**, factory applied, on its DuraMagicFloor pre-finished hardwood floor will not wear through or separate from the wood for a period of:

- **Twenty five (25) years**, from the date of purchase, when used under normal **residential traffic conditions**, or
- **Three (3) years** from the date of purchase, when used under **commercial conditions (excluding heavy commercial use)** and this for products in the Alta Moda and Verita Collections.

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This warranty applies on the condition that regular and preventative maintenance have been carried out as recommended in the installation documents, this document and in the DuraMagicFloor Care and Maintenance Guide.

The Warranty excludes any indentations, scratches or surface damage caused by misuse, negligence, accidents, pets, lack of proper maintenance, spike-heeled shoes, water, wet mopping, erosion, pebbles, sand, other abrasives, insufficient prevention and/or protection. In order to qualify the floor as defective, the surface wear must be readily visible (from standing height) and cover at least ten percent (10%) of the surface area. Gloss reduction is not considered surface wear.

Any damage due to improper transportation, storage, handling, installation, or any other cause, is not covered by this warranty. As per industry standards, DuraMagicFloor reserves the right for a 5% defect allowance, which is not covered under this warranty.

## Color

All wood flooring will undergo natural color changes due to the effect of sunlight and/or ultraviolet light and these changes are not covered by our warranty as it is considered a natural occurrence in wood. Rugs and furniture should be moved occasionally to mitigate this problem, especially on the photosensitive species such as Cherry, Walnut and Exotics. Color change is not a product defect. In addition, your flooring will vary from the samples and pictures shown due to wood having natural occurring color variation. Wood flooring produced at different time periods in the same year or in different years will also exhibit color differences.

## Floor Care

The use of floor care products other than those specifically recommended by DuraMagicFloor is prohibited as it may damage your floor or leave a residue or haze and will void the Warranty. Check our Care and Maintenance guide for a list of approved products.

### **Radiant Heat**

Solid hardwood flooring of any species as well as hickory or exotic engineered floors should never be installed over a radiant-heated floor and will not be covered by the warranty if so installed. All other DuraMagicFloor's Engineered Floors can be installed over radiant heating according to approved installation methods in the DuraMagicFloor's Engineered Installation Manual and relevant NWFA guidelines.

### **Grading**

The Prestige grade may contain pieces with mineral streaking and pin knots. All other grades allow: checks, mineral streaks, open knots, closed knots or filled knots with putty, cracks, holes, worm holes, open cracks, localized variable thickness, subsidence of character traits, etiolation or separation within character traits, color variation and other related characteristics as well as movement within natural characteristics and finish deterioration near natural characteristics.

### **Noise and Squeaking**

Any type of noise coming from fastener movement, improper retention of the flooring to the subflooring, the use of staples in hardwood flooring installation, the installation of hardwood flooring over OSB or in conditions outside the scope of the warranty or installation guide will not constitute a defect and no claim will be accepted regarding this.

### **Installation and Acceptance**

Installation of any flooring constitutes acceptance of its grade, milling, color and finish. The homeowner should approve the product before installation. If the homeowner elects to have the product installed in his absence he is deemed to have accepted the product. DuraMagicFloor cannot control the quality of installation thus we cannot warranty claims that are installer related. In addition, if a third-party inspection by a qualified inspector determines that the defect was present before installation and was subsequently installed, it is not the responsibility of DuraMagicFloor to pay for the board replacement.

### **Lifetime Structural Warranty**

Our high production standards and passion for quality allow us to offer you a lifetime warranty on the structural integrity of our pre-finished and unfinished hardwood floors. Our products conform to our highest standards and are of superior quality and uniformity.

DuraMagicFloor thus warrants its hardwood floors against all defects in manufacturing, sorting and varnish application. Additionally DuraMagicFloor guarantees that our products will remain free from defects as regarding their sizing, classification, lamination, assembly and structural integrity and this for the natural life of the original purchaser.

### **To File a Claim**

**If you wish to file a claim under this Warranty Program, you must first contact your DuraMagicFloor Authorized Dealer where the original purchase was made.**

A written notice of claim must be filed within the warranty coverage period, and no later than six (6) months after the first occurrence of the problem giving rise to your claim. Information verifying date of purchase and identity of the original purchaser as well as the original invoice, as proof of purchase, must be supplied to DuraMagicFloor or its representatives on request. The floor in question must have been purchased directly from an DuraMagicFloor Authorized Dealer and paid for in its entirety before a claim may be submitted. The purchase of DuraMagicFloor's hardwood flooring from an unauthorized dealer and/or via the Internet will automatically void this and any other manufacturer's warranties implicit or implied.

**Caution!** We strongly suggest that you keep your original invoice, together with the DuraMagicFloor's Installation Guide and the Care and Maintenance / Warranty Guide in a safe place as they may be required to submit a claim.

If your local Authorized Dealer is unable to answer your claim, please contact us by registered mail at the following address:

DuraMagicFloor  
YINGCHENG INTERNATIONAL TRADING LIMITED  
Add:4F,Bldg8,No.1111,Tunheng  
RD,Nanxun, Huzhou City, Zhejiang  
China P.O.313009  
Tel.: +86-572-3916709  
+8613671661500  
Or by e-mail: [info@duramagicfloor.com](mailto:info@duramagicfloor.com)

In this case DuraMagicFloor will be happy to send you a form to be completed and returned for further processing.

IT IS THE RESPONSIBILITY OF THE CONSUMER TO INFORM HIMSELF OF THE LEGAL RIGHTS THAT APPLY TO HIS SPECIFIC SITUATION.

In any eventuality, DuraMagicFloor reserves the right to have a designated DuraMagicFloor representative or third party inspect the floor and remove samples for technical analysis within 30 days from the receipt of the written claim. Should DuraMagicFloor's analysis prove that a portion of the floor is indeed defective, DuraMagicFloor will, at its sole discretion, repair the affected area or supply replacement material in the form of an identical or equivalent product. In the event of a legal dispute, regarding a product supplied by DuraMagicFloor legal proceedings must be submitted to CIETAC Shanghai Sub Commission.

THE SOLE REMEDY PROVIDED HEREIN IS THE REPAIR, REFINISH OR REPLACEMENT, AT THE OPTION OF **DuraMagicFloor** OF DEFECTIVE PRODUCTS. IN THE UNLIKELY EVENT THAT **DuraMagicFloor** IS UNABLE TO CORRECT THE FAILURE AFTER A REASONABLE NUMBER OF ATTEMPTS, **DuraMagicFloor** WILL REFUND, IF REQUESTED, THE PURCHASE PRICE OF THE PORTION OF THE DEFECTIVE FLOOR ON A PRORATE BASIS. ANY ATTEMPT TO REPAIR, REPLACE, OR REFINISH THE FLOOR PRIOR TO **DuraMagicFloor's** INSPECTION AND AUTHORIZED REPAIR ACTIONS WILL VOID THIS WARRANTY.

NO DISTRIBUTOR, DEALER, INSTALLER, AGENT, SALES PERSON OR **DuraMagicFloor** SALES REPRESENTATIVE IS AUTHORIZED TO CHANGE OR INCREASE THE TERMS OR COVERAGE OF THIS WARRANTY PROGRAM.

### **Warranty exclusions**

The Warranty does not cover indentations, scratches or damage caused by negligence, water, wet mopping, erosion, pebbles, sand, other abrasives, spiked-heeled shoes, insects, pets, misuse, abuse, accidents, natural wood fibre surface discoloration, extreme environmental conditions, failure to follow all manufacturer's specific written installation instructions, poor workmanship by installer, improper maintenance, insufficient prevention and/or protection in kitchen workstations and underneath furniture, misuse or improper alterations of original manufactured products, damages resulting from the shifting of the building, or from defects in the base on which the floor is installed.

THE FOREGOING SETS FORTH **DuraMagicFloor's** SOLE OBLIGATIONS AND LIABILITY UNDER THE WARRANTY. THE WARRANTY IS AN EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS, COLLATERAL AGREEMENTS, CONDITIONS OR WARRANTIES OF ANY NATURE OF KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, SUITABILITY, QUALITY OR CONDITION OR ANY CONDITION OR WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR IN EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL **DuraMagicFloor** OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, COMMERCIAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSS OR DAMAGE OR ANY CLAIM BY A THIRD PARTY, RESULTING FROM THE USE OR LOSS OF USE OR THE PERFORMANCE OR NON-PERFORMANCE OF **DuraMagicFloor** PREFINISHED FLOORING PRODUCTS. THE FOREGOING PROVISIONS SHALL APPLY WITH RESPECT TO ANY CLAIM, DEMAND OR ACTION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO NATURE OF THE BREACH OF CONTRACT, BREACH OF COLLATERAL WARRANTY OR TORT INCLUDING NEGLIGENCE OR MISREPRESENTATION.

CERTAIN CONDITIONS, EXCLUSIONS AND LIMITATIONS SET OUT IN THIS WARRANTY ARE NOT PERMITTED OR EFFECTIVE IN SOME COUNTIES, THEREFORE SOME OF THE CONDITIONS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY