

## LIMITED WARRANTY ON HARDWOOD FLOORING

Sun Mountain, Inc. designs and manufactures custom Hardwood Flooring products and related components. One of the natural beauties of such wood products is that they vary in color, texture and grain pattern. In addition, wood naturally changes with age, sunlight/ultra-violet (UV) exposure and the elements.

Sun Mountain, Inc. warrants all Hardwood Flooring products, components and installation services (if installed under service agreement with Sun Mountain, Inc.) to be free from defects in materials and workmanship for a period of one (1) year from the later of a) the original date of product shipment or b) installation completion (if installed under installation service agreement with Sun Mountain, Inc.). This Limited Warranty applies only to original Hardwood Flooring products, components and installation services (if installed under service agreement with Sun Mountain, Inc.) from Sun Mountain, Inc., to the original purchaser of such products, at the original ship to or product installation location. Under this Limited Warranty, Sun Mountain, Inc., in its sole discretion, may repair or replace such defective products and services. Sun Mountain, Inc. will not pay any cost to remove defective Hardwood Flooring products or to install new flooring, and will not be responsible for any finishing costs or consequential damages.

This Limited Warranty does not cover defects in Hardwood Flooring products, components and installation services (if installed under service agreement with Sun Mountain, Inc.) when, in the sole judgment and discretion of Sun Mountain, Inc., such products are placed or installed in locations not environmentally controlled to maintain stable and consistent temperature and humidity levels.

This Limited Warranty does not cover the following:

- 1) Any Hardwood Flooring products, components and installation services (if installed under service agreement with Sun Mountain, Inc.) damaged, in the sole judgment and discretion of Sun Mountain, Inc., by accident, negligence, alteration, misuse, abuse, flooding, faulty plumbing, leaking appliances, overflowing tubs or sinks, improper cleaning or care, pets, sand or grit and/or normal wear and tear.
- 2) Any Hardwood Flooring products or components damaged, in the sole judgment and discretion of Sun Mountain, Inc., by improper storage, exposure to extremes in temperature and humidity and/or improper installation (if not installed under service agreement with Sun Mountain, Inc.). Refer to the NWFA for proper installation guidelines, including sub floor preparation.
- 3) Changes in color or size of Hardwood Flooring products or components due to a) natural mellowing or aging of the wood or finish, b) the effects of natural or artificial light, and/or c) changes in temperature or humidity.

Sun Mountain, Inc. excludes and is not responsible for any consequential or incidental damages arising out of breach of any expressed, written or implied warranty related to its Hardwood Flooring products, components and installation services (if installed under service agreement with Sun Mountain, Inc.) outside this Limited Warranty.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, OR USE), AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUN MOUNTAIN, INC. SUN MOUNTAIN, INC. NEITHER ASSUMES NOR AUTHORIZES ANY PERSON, INCLUDING SALES REPRESENTATIVES, TO EXTEND OR ASSUME ANY OTHER WARRANTY, CONDITION OR LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS OR SERVICES. THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS WILL BE THE BUYER'S EXCLUSIVE REMEDY.

