

# Limited warranty for engineered wood floors with Woodura® surface technology (commercial purchaser)

# BJELIN

This warranty covers Bjelin's engineered wood flooring with Woodura® Surface Technology purchased after 1 October 2020 for all approved uses. The warranty extends to the first purchase and the original installation only and expires upon the expires upon transfer of ownership of the house or apartment where the product is installed, or upon the resale, transfer or relocation (after installation) of the product. Coverage may be lost if the original purchaser fails to strictly follow all installation and maintenance instructions and recommendations as provided by Bjelin to its customer.

## FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP WARRANTY

Bjelin warrants its first-grade engineered hardwood floors with Woodura® Surface Technology, in their manufactured condition, to be free from defect in material and workmanship in grading, dimension, profiling and assembly.

The purchaser must carefully inspect the flooring panels before installing them in accordance with the installation instructions to be covered by this part of the limited warranty. Flooring panels that have been installed are considered as inspected and accepted by the purchaser under this limited warranty.

## WARRANTY TIME FOR APPROVED USES OF FLOORING WITH WOODURA® SURFACE TECHNOLOGY

Bjelin warrants that the flooring with Woodura® Surface Technology it supplies will comply with the international standards as defined in the Bjelin technical data sheets for hardened wood flooring.

This specifically means for:

- Residential dry interior subject to heavy wear; limited lifetime warranty
- Commercial (including installations in rental apartment buildings) dry interior subject to light wear; 10 years from date of delivery

## WARRANTY FOR STRUCTURAL DURABILITY AND WEAR

Bjelin warrants the durability of the multilayer product structure relating to the pressing and fusing the single layers with one another. This means that these engineered hardwood floors with Woodura® Surface Technology and the 5G® Dry™ installation system will not delaminate, swell, cup, or crack due to normal cleaning practices when properly installed in the permitted areas of use and maintained according to Bjelin's installation and maintenance procedures, as enclosed with the product (see the Care and Maintenance instructions for additional information).

## LIMITED WARRANTY FOR WATERPROOFNESS

### *What does waterproof mean under this limited warranty?*

Bjelin engineered hardwood floor with Woodura® Surface Technology and the 5G® Dry™ installation system has undergone and passed testing according to current applicable industry standards to test the floor's (in particular the joints) resistance to moisture over time. This means that topical spills ("everyday household spills"), as long as the spill does not flow over the edge of the surface (edge of the room, cut boards, etc.), left for up to 24 hours, will not cause your Bjelin engineered hardwood floor with Woodura® Surface Technology and the 5G®

Dry™ installation system to crack or delaminate. There will be no swelling (i.e. less than 3 %) when the floor has been left to dry for 24 hours and the floor will suffer no visual defects due to the topical spill such as discoloration, change in finish or warping. To best ensure the floor's long-lasting condition however, it is recommended that any spillage is removed as soon as possible.

All sources of subfloor moisture should be remedied prior to installation. In case of standing water or flooding, Bjelin engineered hardwood flooring with Woodura® Surface Technology and the 5G® Dry™ installation system will not act as a waterproofing barrier for the subfloor and/or any surrounding structure. For example, casualty events involving water coming in contact with your floor or damages due to failures normally covered by homeowners insurance, including but not limited to flooding or standing water from leaky pipes, faucets or household appliances are excluded from this limited warranty or damage to the subfloor and/or surrounding structure that is caused by standing water or flooding. Damage resulting from mold and/or mildew growth due to prolonged exposure to moisture is not covered by this limited warranty.

**LIMITED WARRANTY FOR RESIDENTIAL WEAR RESISTANCE**

The Woodura® Surface Technology ensures a durable and wear resistant surface. Every plank is ready to install right out of the carton. There is no need for sanding or staining. With our Woodura® Surface Technology you are assured excellent durability and wear-ability.

Bjelin warrants that the wear layer based on the Woodura® Surface Technology, including the veneer layer, will not wear through or peel off of the hardwood flooring, provided the floor is used under normal residential conditions and installed and maintained in accordance with the Installation and Care instructions, in each case as enclosed with the product.

Under this limited warranty, wear defects are considered as visible wear through the wear layer which cover a surface of at least 1 square inch.

**WHAT IS NOT COVERED**

Because all products with a wood surface undergo colour changes when exposed to UV-light from the sun, visual damage such as joints, changes in colour due to exposure to light and the deformation of individual planks caused by seasonal, room climate conditions are not covered by this warranty.

The surface coating is a protective layer for the wooden wear layer underneath and is subject to normal wear. This warranty does not cover wear of the surface coating or any damage caused to the wear layer underneath caused by delayed or improper repair of the surface coating.

This warranty is only intended to cover floors used in what Bjelin considers normal conditions, i.e., an indoor relative humidity level

between 30% and 65%. Although flooring with Woodura® surface may tolerate shorter periods of extreme conditions, extended and frequently reoccurring exposure may cause cupping or convexing (i.e. Crowning) of individual planks.

The warranty does not cover any damage caused by incorrect treatment. In particular, the warranty does not cover damage resulting from sanding or use of other abrasive materials; damage caused from excessive exposure to moisture including but not limited to excessive wet mopping, spills and standing water; acts of God; damage resulting from weight or wear on the floor which is exceeding 500lbs/plank; damage caused by furniture and other heavy pieces (including but not limited to pianos) not provided with protective furniture pads; mechanical damage (including without limitation reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts) from sharp objects (including without limitation pets' claws, spikes or high heeled shoes), or damage resulting from insect infestation.

The floor with Woodura® surface must further be properly cared for and maintained according to the care instructions enclosed with the product. If the installation or care instructions are missing and/or incomplete, the purchaser is obligated to request this information from Bjelin directly or from [www.valingeflooring.com](http://www.valingeflooring.com) before selling/ installing the flooring.

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The above statement of warranty is the only warranty provided by Bjelin for its flooring products with Woodura® Surface Technology and the 5G® Dry™ installation system. This warranty is exclusive and in lieu of any and all other warranties whether oral or written, or express or implied. Bjelin specifically disclaims

any and all implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose.

In no event shall Bjelin be liable or in any manner responsible for any claim, including but not limited to compensation claims for the removal/fitting or installation of the flooring, costs for furniture removal, substrate materials and supplies, any loss or damage arising from the purchase, use or inability to use its products or from any form of special, indirect, incidental, or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive or exculpatory damages (see below) or attorneys' fees, even if Bjelin or its representatives have been advised of the possibility of such damages before sale.

In no event shall Bjelin's liability, under this warranty or otherwise, exceed the amount Bjelin actually received from the distribution for the defective materials at issue.

**HOW TO GET WARRANTY SERVICE**

Each panel of Bjelin's flooring with Woodura® Surface Technology is carefully inspected by our quality control personnel prior to leaving our factory to ensure they are defect free. The floor is expected to perform in what Bjelin considers to be normal applications and conditions.

In the unlikely event that the waterproofness, the wear layer, the bonding or other structural aspect of a flooring panel with Woodura® Surface Technology fails, the purchaser must contact the authorized Bjelin Distributor/ or dealer from which the original purchase was made no later than 60 days after discovering the defect but within the time period of the applicable limited warranty.

The following items must be presented to the authorized Bjelin Distributor/dealer for a claim under this limited warranty to be considered:

1. *Valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase; and*
2. *A description of the problem and/or a photograph/sample that clearly shows the warranty problem.*

Bjelin's authorized Distributor/dealer may inspect the product on site and provide its own conclusions for the claim. Bjelin reserves the right to and must be enabled to inspect the product where it is installed for this warranty to apply. Bjelin may exercise this right within its own discretion.

When a warranty claim is acknowledged, Bjelin will at its discretion repair the product or alternatively provide replacement products of the same general quality. If the applicable product range is no longer produced or stocked, Bjelin reserves the right to replace it with a product from its existing product range at the time the complaint is made. Bjelin will supply the replacement material free of charge to Bjelin's authorized Distributor.

Any services provided by Bjelin under this warranty do not extend the original warranty period as stated above.

## HOW STATE LAW APPLIES

This warranty gives specific legal rights. You may have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages and in such event, the exclusions and limitations set forth above shall be construed and enforced to the fullest extent possible by the laws of any such state. Accordingly, some of the above limitations may not apply to you.

This Warranty is governed by the laws of Sweden and any action or proceeding arising out of this warranty shall be exclusively tried by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with their Rules for Expedited Arbitration. The seat shall be New York City, USA.