

LIMITED WARRANTY
PLYBOOSPORT® FLOORING PRODUCTS

Smith & Fong Company ("Smith & Fong," "S&F," "We," and "Our") extends this Limited Warranty ("Warranty") to the end-user customer ("You" and its related forms) of genuine S&F PlybooSport® flooring products and related installation accessories ("Products") purchased from S&F or its authorized resellers and distributors, which Products are installed at their original installation location. You acknowledge that You have read this Warranty, understand and are bound by its terms, and purchase the Products subject to this Warranty.

ANY FAILURE TO FOLLOW OUR INSTALLATION AND MAINTENANCE GUIDE, APPLICABLE INDUSTRY INSTALLATION STANDARDS AND BEST PRACTICES, MAINTENANCE PROCEDURES, OR THE WARRANTY TERMS & CONDITIONS, WILL VOID ANY COVERAGE THAT MIGHT OTHERWISE BE AVAILABLE. THERE IS NO WARRANTY COVERAGE FOR ANY PRODUCTS PURCHASED FROM UNAUTHORIZED RESELLERS OR DISTRIBUTORS, AND WE RESERVE THE RIGHT TO DENY ANY SUCH REQUEST OR CLAIM. This Warranty gives You specific legal rights, and You may have other rights which may vary from state to state.

(1) Warranty Coverage: Products are warranted to be free from manufacturing defects in lamination or milling, are structurally sound for ordinary usage during the applicable warranty period calculated from the date of purchase for one (1) year ("Warranty Period").

(2) Disclaimer of Implied Warranties: The terms of this Warranty provide the exclusive and sole remedy available to You. This Warranty supersedes any other representations and, to the full extent permissible by applicable state and federal laws, We specifically **DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY AGAINST INFRINGEMENT, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty or imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to You.

(3) Warranty Terms & Conditions: Products must be installed in strict adherence to Our Installation and Maintenance Guide, including installation over a subfloor conforming to Our specifications or applicable industry standards. Installed flooring must not be exposed to extreme variations in heat, humidity, moisture or dryness (including water saturation caused by wet mopping, floods, or other unfavorable atmospheric conditions or chemical actions,) or any other sources of extreme moisture, or changes in ambient moisture, humidity, or temperature, including installation over improperly used or functioning radiant floor heating systems or failure to maintain appropriate environmental conditions, including any failure by the HVAC systems to maintain environmental conditions. No Warranty Coverage is provided for damage due to fire, ordinary wear and tear, including surface scratches, impact damage, wear and tear from any furniture or equipment installed on or used over the flooring, including for example operating any heavy lifts or jacks over the flooring, without providing adequate protection to the installed flooring, or any damage caused by failure to follow ordinary maintenance procedures, or any other damages caused by spiked heel shoes, pet claws, abrasives, including sand or pebbles, or damage caused by insects. No Warranty Coverage is provided for noises such as popping, clicking, squeaking or crackling. No Warranty Coverage is provided for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as variant exposure to sunlight. No Warranty Coverage is provided for ordinary wear, misuse, abuse, negligent or intentional misconduct, aging, faulty construction, concrete slab separation, faulty or unsuitable subsurface or site preparation, settlement of the building, or faulty or unprofessional installation of flooring. Any damage caused during shipping is the responsibility of the shipping company and is not covered under this Warranty. Any damage to the installed flooring due to earth movement or settlement of the structure where the floor is installed, as well as any damage caused by natural events or acts of God, is not covered under this Warranty.

(4) Warranty Claims: If Products do not conform to this Warranty, You must notify S&F in writing at 394 Bel Marin Keys Blvd., Ste. 6, Novato, CA, 94949, USA; info@plyboo.com; +1 (415) 896-0577 (Phone), +1 (415) 896-0583 (Fax). **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide S&F with a reasonable opportunity to inspect the installed flooring, or to examine the defective or nonconforming flooring, before You undertake any repair, removal, or replacement of the flooring. Your failure to comply with the requirements of this paragraph, including undertaking any alteration or repair that is not previously authorized by S&F, will void this Warranty.

(5) Warranty Remedies: Following notice of any defect in the flooring and receipt of a Warranty Claim, S&F at its sole option and discretion may repair any nonconforming or defective flooring, or planks of flooring, provide conforming flooring or planks of flooring to replace any nonconforming or defective flooring or planks of flooring, refund the purchase price of the defective flooring or planks of flooring, or refund the percentage of the purchase price for the nonconforming flooring or planks of flooring equal to the percentage of the Warranty Period remaining when You notified S&F of the defect. In no event shall S&F be liable for any cost or damages associated with the removal or reinstallation of the flooring, or the cost of moving any fixtures or items of furniture.

(6) Exclusion of Incidental and Consequential Damages: THE FOREGOING ARE YOUR EXCLUSIVE REMEDIES UNDER THIS LIMITED WARRANTY. IN NO EVENT SHALL S&F BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO ARISE UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE, OR INABILITY TO USE THE PRODUCT DUE TO ANY DEFECT IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.