

BOEN 25 Year Consumer Warranty

A BOEN floor can transform any room into a masterpiece and can be installed almost anywhere, over tile & linoleum, conventional sub-flooring, low pile carpeting and in most cases glued down to OSB board. Our goal at BOEN is for you to receive a lifetime of pleasure from your new BOEN hardwood floor.



BOEN 25 Year Consumer Warranty



The warranty on Boens floorings is limited to four specific warranties.

- › **Boen hardwood structural warranty**
- › **moisture protection warranty**
- › **surface finish warranty**
- › **resurfacing warranty**

If any BOEN Hardwood Floor, within a period of 25 years from the date of the original purchase, are proven to the satisfaction of BOEN to be defective in terms of structural quality, moisture protection quality, quality of the surface finish, or resurfacing potential, BOEN will, at BOEN's discretion, and in accordance with the terms below) repair, make a replacement in kind or refund the price of the goods ("the remedies").

BOEN will under no circumstance cover any loss or damages related to the breach, including, but not limited to, costs of removal of the board and/or furniture etc, reinstallation or refinishing, or compensate any direct, indirect or consequential damage.

This warranty shall only apply if Boen floors are

- › installed in accordance with our installation instructions
- › cleaned and maintained in accordance with our instructions
- › used under normal conditions

All other liability with respect to our products and their use, and all statutory and implied warranties (except as stated herein) are excluded from this limited warranty. No representative of BOEN is authorized to change or enlarge the foregoing provisions which apply to all sales and to all goods delivered whether sold, delivered as samples, or otherwise.

BOEN HARDWOOD STRUCTURAL WARRANTY

All our hardwood flooring is processed using a modern gluing process where each board is manufactured under controlled pressing to ensure a complete bonding throughout each board. If, however, the structural aspect of a board fails within 25 years after original purchase, BOEN will remedy the failure in accordance with this warranty, see Exclusions and Liability Limitations below.

MOISTURE PROTECTION WARRANTY

BOEN floors are engineered to withstand the effects of normal moisture or arid conditions. They are constructed with a cross layered base making them very stable. If properly installed and maintained in strict accordance with our BOEN installation instructions (see www.boen.com), we warrant our floors against damage caused by normal moisture or arid conditions. Ensure that the room is kept temperate (minimum 15 °C) also after the parquet is installed and that relative humidity remains between 30 and 60 % during and after installation. Should a BOEN floor fail under normal moisture conditions, we will remedy the failure in accordance with this warranty, see Exclusions and Liability Limitations below.

SURFACE FINISH 20 YEAR LIMITED WARRANTY

The finish on a BOEN residential hardwood floor “Live Satin, Live Matt or Live Pure” consists of minimum six (6) coats lacquer. Each board has a low maintenance surface that is very durable. BOEN warrants the lacquered finishes of our flooring against surface defects under normal residential conditions. The warranty only extends for defects which cover at least an area of ten percent (10%) of the installed BOEN floor. If a BOEN floor is found defective, BOEN will remedy the defect in accordance with this warranty, see Exclusions and Liability Limitations below. Boen “Live Natural” hardwood floor consists of a durable natural oil finish which needs to be maintained according to our cleaning and maintenance instructions. The surface finish Live Natural is not warranted.

RESURFACING LIMITED WARRANTY

BOEN warrants that, when used under normal residential conditions and maintained according to our care and maintenance Instructions (www.boen.com), our residential flooring may be resurfaced up to two times by removing the existing finish and replacing it with a new compatible finish. Grinding must be performed by persons qualified in floor finishing. No single grinding/sanding should result in surface removal in excess of 1/32” (0,8mm) of the existing surface. BOEN will in no event warrant the ability of the floor finisher to alter, remove or change coloration, remove indentations, scars or scratches. Since we have no control over the re-surfacing process once the factory finish is altered or removed, neither the surface warranty or the moisture warranty apply. If a BOEN floor cannot be resurfaced according to the warranty, BOEN will remedy the defect in accordance with this warranty, see Exclusions and Liability Limitations below.

YOUR OBLIGATION TO BOEN

As the purchaser of our product you agree to follow all directions in the installation instructions and in the care and maintenance instructions including directions regarding room climate (see www.boen.com). The burden of proof for proper application of these instructions lies on the consumer. You also agree to allow BOEN a reasonable number of attempts to correct any claimed defects. This warranty only applies to BOEN 3-ply and 2-ply prefinished hardwood flooring products and covers only such products purchased after May 1, 2016. The warranty is not transferable and is extended only to the original consumer purchaser and for the original installations. All warranties expire upon sale, transfer or relocation of the installed product or installation location.

Any claim for warranty coverage must be made within two months of the date upon which the defect first became known, or should have become known. All claims must be made in writing and sufficiently documented (photos, etc.). Please note, however, that in order to make any claim under this warranty, evidence of the purchase date and the identity of the original purchaser and installation location must be provided and without such proof, no warranty coverage will apply. We strongly suggest that you keep this information together with the BOEN Installation Instructions and your receipt in a safe and secure location.

Please note, you and your installer is responsible to inspect your flooring prior to installation. We accept no responsibility for liabilities, claims, or expenses, including labor costs, where flooring with visible defects has been installed. You have to make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring. You must also properly care for your new floor using our Care & Maintenance instructions (see www.boen.com). We recommend that you only use our specially formulated floor care products to preserve your flooring. Use of floor care products other than those we have specially formulated may damage your floor and will void this warranty. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

LIMITATIONS OF LIABILITY

Except as stated herein, no other warranty, expressed or implied, is provided, including any warranty of fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided. In no event shall BOEN be liable or in any manner responsible for any claim, 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 BOEN or its representatives have been advised of the possibility of such damages before sale.

In no event shall BOEN be obligated to cover the costs of old or new materials other than BOEN brand flooring products (e.g. mastic, etc.) even if recommended by BOEN and any warranty thereto is limited to that, if any, provided by the original manufacturer. In no event shall BOEN's liability exceed the amount BOEN actually received upon distribution for the defective materials at issue.

This limited warranty does not limit the consumer's rights towards its direct contracting party under local mandatory law. It gives you specific legal rights and you may have other rights towards BOEN or other parties (e.g. against dealers), which may vary, from country to country, or state to state. Some countries or states do not allow the exclusion 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 deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you. In no event shall BOEN be held liable for the obligations of the consumer's direct contracting party (eg. the dealer of the product). The existence of the warranty makes no extension to what the consumer reasonably can expect of the product.

Warrantor of BOEN's limited warranty is your respective local BOEN entity, listed at the end of this document, and no other BOEN entity may be held liable under the warranty. Where there is no local presence, Boen Bruk AS, incorporated in Norway is the warrantor. Legal venue is Norway and Norwegian law shall be applied.

EXCLUSIONS

While our warranty is excellent, there are some limits to it. The following conditions may reduce or invalidate our warranty.

(A) VISIBLE DEFECTS

Visible defects are those defects which are apparent on the face of the flooring. It is a requirement that those defects must be noted. They must be noted by you or the installer and reported before installation so replacement flooring can be furnished prior to installation.

(B) IMPROPER INSTALLATION

Improper installation done in a way that is contrary to the specifications outlined in BOEN's Installation Instructions, can cause problems with a BOEN floor. Consequently, any floor installed contrary to these specifications is not covered by our warranty.

(C) IMPROPER MAINTENANCE OR INADEQUATE CARE

Your BOEN floor requires maintenance. Please follow the instructions found on www.boen.com. We will not replace or repair a BOEN floor damaged by improper maintenance or inadequate care.

(D) ACCIDENTS, ABUSE, OR ABNORMAL WEAR

This warranty does not cover damage resulting from accidents or abuses that stain or scratch finish, diminish gloss, or indent the surface of the wood. Nor does it cover damage caused by heavy items or concentrated foot traffic, impact, scarring, denting, extreme heat, damage from moisture caused by wet mopping, spills or standing water, etc.

(E) INDENTATIONS FROM HIGH HEELED SHOES

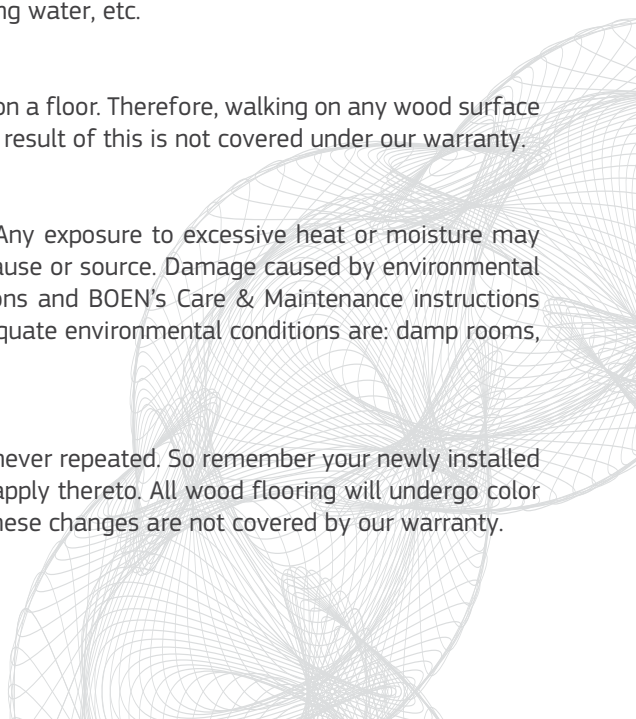
A high heeled shoe can concentrate as much as 2,000 pounds per square inch on a floor. Therefore, walking on any wood surface in high heeled shoes is considered abusive and any damage to our floors as a result of this is not covered under our warranty.

(F) NORMAL ENVIRONMENTAL CONDITIONS

Our products are warranted to perform in normal residential environments. Any exposure to excessive heat or moisture may cause damage to the flooring and is not covered by warranty regardless of cause or source. Damage caused by environmental conditions outside the requirements outlined in BOEN's Installation Instructions and BOEN's Care & Maintenance instructions (see www.boen.com) are not covered under this warranty. Examples for inadequate environmental conditions are: damp rooms, saunas, houses which are not heated all year, ski rooms, ice pavilions, etc.

(G) NORMAL VARIANCES

The patterns and color variations created in a living tree are like all of nature, never repeated. So remember your newly installed floor will vary from samples or pictures shown. Therefore, no warranty shall apply thereto. All wood flooring will undergo color changes due to the effects of for instance ultraviolet rays from the sun and these changes are not covered by our warranty.



(H) ALTERATIONS/REPAIRS

Alterations to any BOEN product will void any and all expressed or implied warranties including merchantability or fitness for particular purpose. No warranty is provided to cover repairs (unless and only to the extent performed under warranty by BOEN), or resurfacing and repairs or replacement (even if by BOEN) shall not extend warranty period. Wood is a natural product. Therefore BOEN cannot guarantee a match to existing stained or natural colored floors.

(I) REINSTALLATION

If BOEN is obligated or decides to replace or reinstall warranted boards, BOEN shall in no manner be obligated to provide for or incur the costs of removing or reinstalling the defective flooring or resurfacing or refinishing the replaced or surrounding flooring or to provide for the cost thereof, unless and to the extent expressly provided in the warranty description above. No obligation to replace or repair shall extend to any sub floor materials, adhesives, supplies or other items encountered in the course of removal, installation or refinishing.

(J) QUALITY OF MATERIAL

This warranty covers only hardwood floors which are sold in original BOEN boxes.

(K) CONSUMERS ONLY

The warranty only applies for first-hand consumer-purchasers of BOEN multi-layer flooring products for residential applications involving light to normal traffic conditions. Commercial end-users (including purchasers of products in industrial or commercial applications) are granted a limited warranty of five (5) years after purchase under the same conditions as consumers, although the warranty shall be deemed to limit BOEN's liability to the extent this is permitted through the local legislation.

Intermediaries are excluded from making claims under this warranty.

(L) LIVE NATURAL

The surface finish Live Natural is not warranted.

12.04.2016
www.boen.com



Region: Scandinavia

BOEN Bruk AS
4658 Tveit, Norway

Region: Western Europe, except France, the UK and the Republic of Ireland

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Industriestraße 41, 23879 Mölln, Germany

Regions: Central and Eastern Europe

BOEN Lietuva, UAB
Siltnamiu Street 6, 21412 Kietaviskés,
Elektrėnu sav. Lithuania

Regions: UK, Republic of Ireland

BOEN UK LTD
320-322 Beech Drive, Hartlebury Trading Estate,
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Regions: USA and Canada

BOEN Hardwood Flooring Inc.
1825 Business Park Blvd, Suite B
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Region: Asia

BOEN Asia
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