

# JAMIE BECKWITH<sup>®</sup>

## COLLECTION

### 5 YEAR LIMITED WARRANTY

#### MOISTURE & HUMIDITY

PLEASE READ BEFORE BEGINNING INSTALLATION.

The National Wood Flooring Association and the Hardwood Plywood and Veneer Association have individually found that certain conditions will promote the longevity of wood flooring. According to these Associations, wood flooring performs best and will have normal movement when the interior site environment is controlled to stay within 30 percent relative humidity and 50% relative humidity, and between 60° F and 80° F. These parameters should be maintained during acclimatization, installation, and always afterward.

Coverage under this warranty requires compliance at the installation site with these site conditions for at least three (3) days prior to and at all times during and after installation of the floor. The use of humidification or dehumidification devices or systems may be required, depending on your specific environmental conditions. Failure to comply with these requirements at all times shall void this warranty and any related warranties, may result in structural damage to your flooring, and is likely to cause any gaps, splits, splintering, cupping, and checking to become visible. Flooring formats offered by Jamie Beckwith Collection<sup>®</sup>, such as engineered wood construction, while offering advantages in stability and installation options, can abnormally and excessively shrink or swell as a result of failure to maintain the proper environmental conditions at the installation site, as set forth herein. Those defects which arise due to failure to properly maintain the required environment conditions are not considered a defect under this warranty and will not be covered. If you have concerns as to whether you have the ability to maintain the necessary temperature and relative humidity levels in the property in which your floors will be installed, PLEASE DO NOT INSTALL THE FLOORS PRIOR TO CONFIRMING THAT ALL NECESSARY ENVIRONMENTAL REQUIREMENTS CAN BE MET AND MAINTAINED FOR THE LIFE OF YOUR FLOORING.

Warning - humidity levels outside of these recommended levels will likely cause movement in your Jamie Beckwith Collection<sup>®</sup> wood products, including gapping between pieces and possible cupping and checking in the face.

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## MOISTURE & HUMIDTY (CONT'D)

Jamie Beckwith Collection® cannot be held responsible for site conditions. Jamie Beckwith Collection® wood product formats, such as solid wood block and engineered wood products, are particularly susceptible to showing movement such as edge and end shrinking and face checking when installed at relative humidity levels below the stated minimums on site and/or tip-raising and subsequent end-shrinking when installed over a wet surface or at relative humidity levels above the stated minimums on site.

IMPORTANT: Due to the natural materials and unique finishing processes used by Jamie Beckwith Collection®, Jamie Beckwith Collection® wood products may experience tonal and color variation between each piece depending on, among other things, time in or out of the box and conditions such as weather, temperature, location, moisture levels, exposure to sun or other elements, and improper maintenance and installation. To avoid dramatic variation between separate pieces of Jamie Beckwith Collection® wood products, it is recommended that installation be completed from the same lot whenever possible. Please note all measurements are approximate due to the nature of wood products, wood products expand and contract with climate changes and are subject to variation without prior notice. Please verify all measurements prior to installation.

## 5 YEAR LIMITED STRUCTURAL INTEGRITY WARRANTY

Jamie Beckwith Collection® warrants to the original distributor of its Jamie Beckwith Collection® wood products that the material, in its original manufactured condition, installed on a Vertical Surface if the product is labeled for wall coverings and vertical or horizontal if the product is labeled for flooring shall not delaminate from the plywood engineered backing for a period of 5 years from the date of purchase from Jamie Beckwith Collection® (except as otherwise noted below). This warranty is subject to standard trade allowance of up to five percent (5%) margin for natural or other imperfections or manufacturing defects, meaning that such defects will only receive warranty protection if the products subject to the defects exceeds five percent (5%) of the total products purchased and installed in the same area of the project.

## WARRANTIES APPLY TO ORIGINAL PURCHASER ONLY

All Jamie Beckwith Collection® Wood Products warranties set forth herein, including any applicable implied warranties, apply to the original retail purchaser of the Wood Products only. All warranty coverage terminates if you sell or otherwise transfer the Wood Products or the property to which the Wood Products are attached.

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### LIMIT ON IMPLIED WARRANTIES

To the greatest extent permitted by law, any implied warranty on Jamie Beckwith Collection<sup>®</sup> Wood Products, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### WARRANTY EXCLUSIONS & LIMITATIONS

To be covered under this limited warranty, the Jamie Beckwith Collection<sup>®</sup> Wood Products must be properly installed by a licensed contractor and following the Jamie Beckwith Collection<sup>®</sup> installation instructions. This warranty does not cover damage arising from improper or unauthorized installation of the Jamie Beckwith Collection<sup>®</sup> Wood Products. Jamie Beckwith Collection<sup>®</sup> offers NO additional warranties, expressed or implied, other than those set forth herein and required by law. Neither your retailer nor anyone else has the authority to alter the terms of this warranty. Any representations or promises made by the distributor, retailer or installer which are not expressly set forth herein are not binding from Jamie Beckwith Collection<sup>®</sup>.

Jamie Beckwith Collection<sup>®</sup> does not provide a warranty for the finishing applied to our products. Regular maintenance should be performed in accordance with the maintenance guidelines. Scratching, indentions, and wear is to be expected with a natural wood product. Exposure to light, smoke, water, or oxygen may cause the development of a unique patina over time. For further finishing information, please refer to Rubio Monocoat's website.

This warranty does NOT cover minor separations between boards due to normal expansion and contraction that Wood Products may experience, based on weather conditions or other natural or outside forces. This warranty does not cover cupping, delaminating, and/or crowning due to excessive moisture or humidity. This warranty does not cover damage caused by improper or incorrect use or application of any surface applied product, this includes any cleaning or disinfectant product applied on the Wood Products. This warranty does not cover naturally occurring elements of wood within the Wood Products, including but not limited to open knots or other characteristics resulting from true handmade craftsmanship of the Wood Products.

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Jamie Beckwith Collection<sup>®</sup> Wood Products. This warranty does not cover any defects unless the square footage of such defective Wood Products exceeds ten percent (10%) of the total square footage of your purchased Wood Products. This warranty does not cover any damages that may occur during installation and or finalization of the project. Any claim will need to include photographs showing how the products were protected during construction.

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### WARRANTY EXCLUSIONS & LIMITATIONS (CONT'D)

This warranty does not cover manufacturing defects in Jamie Beckwith Collection<sup>®</sup> Wood Products which have been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify your Jamie Beckwith Collection<sup>®</sup> representative of any such manufacturing defects before installing. If not properly notified, Jamie Beckwith Collection<sup>®</sup> shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Wood Products.

This warranty does not cover variances in grain or color found in samples or photographs supplied by dealers or retailers or variances in grain or color between samples and Wood Products received by you, which occur due to the manufacturing process and the use of natural products that age with time. Due to the nature of the Jamie Beckwith Collection<sup>®</sup> Wood Products, no two wood pieces will look the same.

This warranty does not cover any change to the Jamie Beckwith Collection<sup>®</sup> Wood Products caused by exposure to light, smoke, water, or oxygen, including any color change or the development of a unique patina over time. This warranty does not cover indentations, scratches or other damage caused by the installation process, negligence, intentional acts, water, sand, abuse, or other misuse of the Wood Products.

This warranty does not cover damages resulting from the failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels. This warranty does not cover surface checking resulting from high or low relative humidity and/or mildew, discoloration, or cupping resulting from moisture behind the walls on which the Wood Products are attached.

This warranty does not cover damage resulting from the failure to follow Jamie Beckwith Collection<sup>®</sup> installation instructions, including but not limited to the failure to use licensed contractors for installation, failure to use appropriate adhesives, and/or failure to properly apply appropriate moisture barriers.

This warranty does not cover damage resulting from the use of adhesive tape of any kind for any period of time. Use of adhesive tape or similar products may result in removal of the finish of the Jamie Beckwith Collection<sup>®</sup> Wood Products.

This warranty does not cover special, incidental, or consequential damages of any kind. Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitation may not apply to you.

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### OUR COMMITMENT TO YOU

Jamie Beckwith Collection<sup>®</sup> will, at its option, either repair and/or replace the Wood Products which are defective or credit you for the portion of the purchase price attributable to the Wood Products which are defective. You are responsible to pay for shipping and handling for any replacement Wood Products, along with any and all other costs related to the defective Wood Products (e.g., labor to remove Wood Products, labor to install replacement Wood Products, additional materials required to install replacement Wood Products, removal of any household fixtures or furniture required to repair or replace the Wood Products, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement Products are not guaranteed to match the original Products in terms of color, tone, pattern, or other natural characteristics of wood. These remedies are your sole and exclusive remedies under this warranty.

Please contact your Jamie Beckwith Collection<sup>®</sup> representative for service.

Where possible, any complaints made under this warranty will be resolved within 30 days. However, due to the nature of certain complaints and/or forces outside Jamie Beckwith Collection<sup>®</sup> control, certain complaints may take longer to resolve.

### YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### GOVERNING LAW, FORUM & VENUE

This warranty shall be interpreted in accordance with the laws of the State of California, without regard to any choice of law provisions which might otherwise apply in California or elsewhere. Jamie Beckwith Collection<sup>®</sup> and you, the end customer, agree that the Superior Court of California shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or the Jamie Beckwith Collection<sup>®</sup> Wood Products. You acknowledge and agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of San Diego, State of California to the greatest extent permitted by law, and you agree to submit yourself to the sole and exclusive jurisdiction of the State of California with regard to such actions or proceedings to the greatest extent permitted by law. Your state may not permit the venue and jurisdictional agreement set forth herein, in which case such limitations will not apply to you to the extent forbidden by the laws of your state. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

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### GOVERNING LAW, FORUM & VENUE (CONT'D)

Stop! If you do not agree with the terms and conditions set forth herein, do not open the materials provided. Please contact your retailer for return instructions. By accepting and installing the Jamie Beckwith Collection<sup>®</sup> Wood Products, you will be deemed to have accepted the warranty terms and conditions set forth herein.

Jamie Beckwith Collection<sup>®</sup> Installation Guidelines are intended to offer general guidance as it relates to Jamie Beckwith Collection<sup>®</sup> Wood Products and are NOT a replacement for a professional, certified installer.