

Warranty

Brazil Floors Limited Warranty

NOTICE

This warranty is in lieu of any other warranty, express or implied. Any implied warranties, including but not limited to the implied warranty or merchantability, fitness for a particular purpose, habitability, and any UCC warranties are waived.

This warranty shall be null, and void and Brazil Floors shall not be liable for any damages or expenses, if the Owner does not first grant Brazil Floors access to the premises and the opportunity of Brazil Floors to inspect, correct, or replace alleged defective items, before Owner incurs expenses or has work done by replacement contractor.

WHAT IS COVERED:

Brazil Floors warrants that the improvements are reasonably free of defects and within customary tolerances of the flooring industry and conform to AZ ROC standards for installation. "Customary tolerances of the flooring industry" means tolerances common and expected in the flooring industry and guaranteed to be performed by a skillful and professional contractor.

Brazil Floors warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans and specifications. If any defects are found, Brazil Floors shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular part or area that is defective. Brazil Floors shall start corrective work within a reasonable time after written notice from the owner. Brazil Floors shall have the option of repairing or replacing at its election

TRANSFERABILITY

This warranty applies to the original owner and may be transferred to any subsequent owner within the initial one (1) year period after substantial completion.

MATERIAL

Brazil Floors assigns (to the extent they are assignable) and conveys to Owner all manufacturers and suppliers' warranties on all goods and materials. Brazil Floors may provide materials and goods that have been manufactured and or furnished by third party vendors, supply houses, distributors and manufacturers ("Products"). Brazil Floors will use its best efforts so that such products are new and purchased from reputable suppliers. Brazil Floors agrees to properly install such materials. In the event a product supplied to owner by Brazil Floors is considered defective by the Owner, Brazil Floors shall use its best efforts to contact the supplier or manufacture and receive a free replacement. Brazil Floors shall then within a reasonable time reinstall that product without charge to the owner.

Brazil Floors did not manufacture such products. Brazil Floors warrants its services and workmanship only. Accordingly, Brazil Floors cannot warrant or guarantee these products themselves. Brazil Floors will not be liable for latent defects in any product (not observable on reasonable inspection). The owner's sole remedy for defective products, other than the obligation of Brazil Floors to replace same, is against such third-party vendors and their warranties if any. This limitation applies and a warranty is not deemed made, even if Brazil Floors has furnished the Owner with product brochures, literature or samples. Nor

shall Brazil Floors be liable for dangerous products, design defects in products, or defective warnings. However, Brazil Floors shall lend assistance in setting any claim resulting from defects in these products.

HOW TO OBTAIN SERVICE

If a problem develops during the warranty period, Owner shall notify Brazil Floors in writing of the specific problem. The owner shall give such notice promptly after first discovering the condition. Brazil Floors will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

Repair work will be done during normal working hours, except where delay will cause additional damage. Owner agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair completion.

There shall be no charge for the costs and expenses of examination or inspection by Brazil Floors, whether a defect is found or later repaired or replaced. The work will be done by Brazil Floors crew or whatever competent workman, or subcontractor as designated by Brazil Floors.

REMEDIES

With respect to any claim asserted by Owner, it is understood there is no right to recover or request compensation for: Incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

The owner should notify Brazil Floors within a reasonable period after first knowledge of a problem, not to exceed sixty (30) days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one (1) year warranty term expires.

HARDWOOD, VINYL, LAMINATE FLOOR INSTALLATION WARRANTY

Brazil Floors warrants the workmanship of your Hardwood, Vinyl or Laminate Floor installation for one (1) year after the completion of work. Should any defects due to faulty workmanship become apparent, Brazil Floors will correct the problem free of charge. Product defects are covered by the manufacturer's warranty. This warranty covers only the installation provided by Brazil Floors. This warranty does not cover damage caused by abuse, neglect, improper use, cleaning agents or by loose lay installation. Types of service provided at no extra charge under the terms of the warranty include repair of seams which gap, repair of transitional moldings, removal of air bubbles, loose pieces of flooring or molding. This warranty does not apply for gouges scratched or damage caused by water, erosion, insects, pets, spiked heel shoes, neglect, misuse, insufficient protection, improper maintenance, not maintaining proper humidity conditions or failure to follow our written instructions. We cannot guarantee against fading due to sunlight. As time goes by natural exposure to sunlight may change the color of any hardwood, vinyl or laminate floor. Since hardwood, vinyl or laminate is a natural product your floor may continue to shrink and expand and depending on the season, humidity and heating conditions. Even if your floor is properly installed, the strips may shrink a little depending on the time of year. Any small gaps that might occur between planks may be considered normal and not covered by this warranty.