

# ***Ochoco International, LLC***

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## **SOLID FLOORING LIMITED WARRANTY STATEMENT**

Ochoco International LLC (OI) strives to provide the best possible flooring products for our customers. The various species of wood sold by OI are clearly a product of nature and as a result will have variations in their characteristics which may include, but are not limited to grain, color, and mineral. These characteristics contribute to the products' unique charm, which is enhanced over time. OI is not responsible for these variations in wood species' natural characteristics. Please speak with Mother Nature with any concerns in this area.

### **INSTALLATION**

OI extends no warranties concerning installation of its flooring products. It is the responsibility of the installer and/or homeowner to inspect boards prior to installation. Flooring pieces that are damaged or otherwise unsuitable should not be installed. OI clearly notes that industry standards allow for up to five percent of the overall volume for defective boards which cannot be used for the installation. In the case of unfinished OI floors, industry standard installation practices, including full trowel filling of floor at the time of sanding must be followed

### **LIMITATION OF DAMAGES**

Under no circumstance shall OI be liable for any special, incidental, or indirect damages, including tear out, housing expenses, furniture move-out and/or lost profits that may develop due to the performance of any of OI's flooring products.

OI will not be responsible for any damages whatsoever caused by any of the following:

- Indentations, Water, Sand, Scratches or damages caused by negligence, Heel Marks and General Abuse.
- Poor Installation Methods or Workmanship, as outlined by the national Wood Flooring Association.
- Failure to comply with industry standard installation practices, including but not limited to failure to use approved adhesives, moisture barriers, fastening systems and specifications. Surface checking resulting from low relative humidity, mildew resulting from high humidity, discolorations or crowning, cupping or shrinkage resulting from the unacceptable home environment as defined by NWFA are not covered.
- Damages caused by unsuitable storage
- Damages caused by failure to maintain proper climate conditions, including but not limited to proper temperature and humidity levels.
- Improper care and maintenance.
- Discoloration as a result of light exposure.

OI's liability is expressly limited to the volume replacement (or the financial equivalent of its original sale's price) of any defective flooring that exceeds the aforementioned five percent allowance. It is OI's option to either provide replacement flooring or refund the original sale's price for the flooring with visible defects returned to OI prior to installation.

### **EXCLUSION OF WARRANTIES AND REMEDIES**

ALL WARRANTIES AND REMEDIES OTHER THAN THOSE SET FORTH ABOVE, WHETHER THEY BE EXPRESS OR IMPLIED BY LAW OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS AND THE REMEDY OF CONSEQUENTIAL DAMAGES, ARE EXCLUDED.