

the presence of excessive moisture, humidity, spillage, migration through the slab or any other source. It does not cover damage caused by conditions that are too dry. **9. Excessive Sunlight.** This can cause discoloration. Draperies or shades will usually provide adequate protection. This warranty does not cover damages or discoloration caused by excessive sunlight or Ultra Violet rays. For this reason, new and/or replacement flooring may not match display samples and/or existing flooring. **10. Difference from Samples.** This warranty does not cover the differences that can be seen between color samples and color of installed floors. Please approve the color of actual product prior to installation. **11. Casualty and Improper Use.** This warranty does not cover damage caused in whole or in part by casualty, acts of God, ordinary wear, abuse, use or method of use for which the Product is not designed or intended.

#### YOUR OBLIGATIONS TO IMPERO

As the purchaser of our product, you agree to follow all care and warranty directions for your hardwood floor. You also agree to allow IMPERO an opportunity to inspect and repair any claimed defects on site. Your refusal to provide such an opportunity for inspection WILL VOID these warranties.

#### WHO IS COVERED UNDER THESE LIMITED WARRANTIES?

These limited warranties apply to you only if you: (1) are the original consumer purchaser of IMPERO hardwood floor; (2) have paid in full for your hardwood floor, and (3) have purchased the hardwood floor for your own personal residential use and not for resale. These warranties ARE NOT transferable or assignable and they DO NOT apply to nonresidential, rental, or commercial purchases or installations.

#### REGISTER YOUR FLOOR

Please fill out the enclosed warranty registration form and return it to IMPERO at the address listed on the form. Additional warranty registration information may be obtained online at: [www.theimpero.com](http://www.theimpero.com) or by mail at the IMPERO Floor Products Warranty Dept. PO Box 5413, West Mclean, VA 22103. You must register within thirty days of purchase in order to receive coverage under any of these limited warranties. Coverage under the above limited warranties becomes effective only after the following have been met: (1) payment in full for the flooring and installation; and (2) IMPERO's receipt of your limited warranty registration information through the form on this warranty or from the above mentioned methods. PLEASE ALSO NOTE that in order to make any claim under these warranties, evidence of the following must be presented to IMPERO: (1) proof of purchase, sales receipt including purchase date and identity of the original purchaser; and (2) installation location. Without such proof, NO WARRANTY COVERAGE WILL APPLY.

#### HOW TO FILE A WARRANTY CLAIM

Should you ever have an issue with your floors:

1. First contact the authorized dealer where you purchased the flooring or the builder who installed it within thirty (30) days from the date the problem occurs. These dealers/builders are responsible for contacting IMPERO and reporting your problem. Please be advised that they are not authorized to make any decisions regarding warranty coverage or any remedies thereunder.
2. File your claim in writing by sending correspondence to:

IMPERO Floor Products Claim Dept.  
PO Box 5413  
West Mclean, VA 22103

Please provide your name, address, phone number and a detailed description of the defect you are claiming. All claims must be filed with IMPERO no less than thirty (30) days of the appearance of defect. IMPERO will require thirty (30) days to review the claim. IMPERO reserves the right to inspect the product and may send a representative to inspect the product. In the event that the product is not made reasonably available for inspection by IMPERO after the claim is filed, the claim will be denied as to the product claimed to be defective. No alteration, replacement or repair may be carried out during this sixty-day (60) period while the claim is being reviewed. Failure to comply with this condition shall result in the denial of the warranty claim.

#### WARRANTY DISCLAIMERS

1) ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE ABOVE LIMITED WARRANTIES AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED THIRTY YEAR WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE.

2) IMPERO SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY PURCHASER OR ANY OTHER PERSONS OR ENTITIES. EXAMPLES OF INCIDENTAL OR CONSEQUENTIAL COSTS INCLUDE BUT ARE NOT LIMITED TO LOSS OF USE, REMOVAL, RELOCATION COSTS OR DAMAGE TO CABINETS, APPLIANCES, WALL COVERINGS OR OTHER FIXTURES.

3) THESE WARRANTIES SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY PROVEN BREACH BY IMPERO OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE.

4) YOU ACKNOWLEDGE AND AGREE THAT ANY INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED AS A REMEDY FOR ANY BREACH BY IMPERO OF THESE WARRANTIES AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY SUCH DAMAGES.

5) STATE LAWS MAY VARY WITH REGARD TO THE DURATION AND LIMITATIONS ON WARRANTIES, THEREFORE THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6) THESE WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

7) IMPERO HEREBY SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES STATED HEREIN. IMPERO ALSO DISCLAIMS AND EXCLUDES ANY WARRANTIES BASED ON DEALER SAMPLES OR MODELS.

8) THE WARRANTIES CONTAINED HEREIN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION ARISING FROM ANY WARRANTIES MENTIONED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA.

#### FLOOR CARE AND MAINTENANCE

Please be aware that your floor will show signs of wear over time depending on the amount of traffic and how you maintain it. Please follow the following precautions and maintenance program to get the most out of your IMPERO floor and to maintain warranty coverage.

1. Please vacuum or sweep your floor on a regular basis to remove dirt and debris that may scratch your IMPERO floor. Vacuum only with a non-abrasive brush or felt-type head. Please make sure the wheels of the vacuum are clean and do not scratch or damage the floor.
2. You must NEVER use a wet-mop, damp-mop, or any other cleaning method that exposes your floor to excessive amounts of liquid or steam. These methods may permanently damage your floors. The use of such products or methods will void your warranties. IMPERO recommends the use of "Dry Swiffer®" type mops or similar products.
3. IMPORTANT: The use of oil soaps, waxes or cleaners containing lemon oil, tung oil, silicon or ammonia is prohibited. These products may permanently damage your IMPERO floor. Damage caused by the use of these or any prohibited products will not be covered under these warranties.
4. In the event of a spill, clean immediately by wiping with a soft, clean cloth.
5. IMPERO recommends but not limited to the following floor-care and maintenance products; Basic Coatings Squeaky Hardwood Cleaner and Bona® Swedish Formula © Hardwood Floor Cleaner.
6. Protective pads of appropriate size and thickness should be placed between in between furniture feet and your IMPERO floor to avoid scratching and indentations. When moving furniture or other heavy objects over your floor, protect it by covering it with an impact resistant surface such as plywood. Also, High traffic areas (ie stair landings and entry ways) should be protected by area rugs.
7. Make sure that any furniture casters are at least 1" wide, operate properly and are free of dirt and grit. Please take extra care in moving furniture on casters so as to avoid scratches and dents.
8. Do not allow spiked, stiletto or damaged heels to come into contact with the floor.
9. Please be aware that your pets' nails may scratch and stain your floors. In order to prevent damage from pets, trim their nails and clean their paws regularly.
10. All hardwood flooring will undergo color changes over time when exposed to UV light (direct or indirect) Fading will also occur under the right circumstances. To ensure even ageing, periodically rearrange furniture and rugs.



## IMPERO HARDWOOD FLOORS

### FLOOR CARE AND PRODUCT WARRANTY GUIDE

This warranty is valid for Impero floors purchased after February, 01, 2007 only.

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WARRANTY REPLY FORM

Customer Name

Address

City, State, Zip

Phone Number

Product Name

Floor Species

Color

Plank Width

Rooms Installed

Square Footage

Date Purchased

Dealer/Salesperson Name

Address

City, State, Zip

Comments:

**Please check all that apply.**  
o Installed Professionally  
o Self-Installed

**IMPERO SELECT SERIES HARDWOOD FLOORS  
LIMITED WARRANTY**

LIMITED PRE-INSTALLATION WARRANTY

IMPERO, INC. ("IMPERO") hereby warrants to the Original Owner ("Owner"), that the IMPERO SELECT SERIES HARWOOD FLOORS ("Product") is to be free from visible manufacturing or structural defects. Hardwood is a natural product and may have natural variations in color, tone, and graining. The accepted industry standard of a 5% margin of imperfection shall not be considered a structural defect under the terms of this warranty. This warranty is a valid from the time of purchase and applies to the following IMPERO products only:

(1) The Oak Collection: Impero Select Series Hardwood Floors

The Owner is responsible for the final inspection of the Product for visible manufacturing and structural defects, finish, color, and quality prior to installation. Once final installation is complete, the Product is deemed to have been inspected and found to be acceptable by the Owner and installer. IMPERO reserves the right to verify any claims of such defects by conducting its own inspections. Owner and installer of the Product must use reasonable selectivity and leave out or cut off objectionable naturally occurring blemishes. During installation, IMPERO recommends that you work from 3 to 4 different cartons at a time to ensure a consistent color mix of hardwood.

In the event that the Owner and installer are not satisfied with the Product prior to installation, please notify your IMPERO dealer (original place of purchase) and return the carton(s) or box(es) for a full replacement (Accepting or rejecting the shipment must be done on full shipment quantities only, not carton-by-carton or plank-by-plank). Although there may be some areas where deep graining will be evident it will be completely covered with finish. Therefore open graining is not a defect and it is NOT warranted unless the finish is missing, exposing unstained raw wood.

Owner's exclusive remedy and IMPERO's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to the repair or replacement of the defective product which are proven to IMPERO's satisfaction to be defective in manufacture or the refund of the applicable purchase price (material only) of the product contained in the affected area.

In no event and for no cause whatsoever, including any breach or default by IMPERO, shall IMPERO have any other liability (including without limitation incidental or consequential damages) or any monetary liability to Owner in excess of the price of the Product in question.

This pre-installation warranty terminates once the product is installed and is replaced by the **"Limited 30-Year Residential Finish Wear Warranty"**.

LIMITED 30-YEAR RESIDENTIAL FINISH WEAR WARRANTY

IMPERO's factory applied UV-cured finish makes floor durable and installation fast and easy. There is no need for sanding or staining prior to installation. The finish of your IMPERO SELECT SERIES HARDWOOD floor is warranted against "wear-through" or lack of finish adhesion for a period of **Thirty (30) years** from the original purchase date under normal residential conditions and uses. This warranty is conditioned upon IMPERO's receipt of notice of a warranty claim prior to expiration of the limited warranty period by mail and evidence that the Products were properly installed and not subject to any of the conditions described below (See Exclusions from Warranty Coverage).

This finish wear warranty guarantees against defects in finish originating at the point or manufacturing. IMPERO will not be held responsible for damage to the Product due to shipping or improper handling.

In the event that the finish is proven to exhibit wear-through or peels off, IMEPRO will, at IMPERO's sole discretion:

- (1) replace the affected area(s);
- (2) recoat the affected area(s); or
- (3) "refund the purchase price" (see definition), for the affected area ONLY, subject to proration based on the remaining term of this limited warranty.

NOTE: This limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring.

Any and all representations, promises, warranties or statements by IMPERO or its

agents that differ in any manner from the terms of this limited warranty shall be of no force or effect unless in writing, signed by a duly authorized officer of IMPERO.

LIMITED LIFETIME STRUCTURAL INTEGRITY WARRANTY

Impero warrants that your Impero Select Series Hardwood Floors in its original manufactured condition, to be free from defects in grading, and assembly for as long as you (the original purchaser) own the floor.

LIMITATIONS ON LIABILITY

The warranty applies only to the original finish on pre-finished hardwood flooring that has been installed and used strictly and exclusively for residential purposes, not for commercial or industrial use.

Installation must be done by a specialist recommended by an authorized dealer for the warranty to be in effect. Owner's exclusive remedy and IMPERO's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to the repair or replacement of the defective product for the affected area only which are proven to IMPERO's satisfaction to be defective in manufacture or the refund of the applicable purchase price of the product contained in the affected area.

In no event and for no cause whatsoever, including any breach or default by Manufacturer, shall Manufacturer have any other liability (including without limitation incidental or consequential damages) or any monetary liability to Owner in excess of the contract price or prices of the Products in question.

If IMPERO shall elect to repair or replace said Products which are in proven defective any labor required shall be performed by persons or entities of the IMPERO's choosing and under the IMPERO's direction.

DEFINITION OF "REFUND OF THE PURCHASE PRICE"

The term "refund of the purchase price" shall mean the amount originally paid for the flooring, as shown on your original invoice. You will be required to produce this invoice so please retain it for your records. If you are unable to produce your original invoice, IMPERO will use its standard pricing tables to determine the amount of your refund. The purchase price will be prorated over the remaining life of the term for the limited warranty for residential finish wear. Note that the refund amount excludes labor costs for the removal or relocation of appliances, cabinets or other fixtures.

EXCLUSIONS FROM WARRANTY COVERAGE

IMPERO cannot warrant against naturally occurring variations in appearance, in mineral streaks, small knots, grain variations from strip/plank to strip/plank, or gloss level. The following will not be covered under this warranty:

**1. Visible Defects.** Visible defects are those defects that are apparent on the face of the flooring. Defective flooring must be noted by the installer or owner and reported to your authorized dealer before installation so that replacement flooring may be furnished before installation. **2. Building Settling or Uneven Subfloors.** These situations are considered to be part of the pre-installation inspection process. Do not install wood flooring if these situations exist. This warranty does not cover damage caused by settling or uneven subfloors. **3. Improper Installation.** Installation must be done by a specialist recommended by an authorized dealer for the warranty to be in effect. Cabinets and other built-in appliances should be installed PRIOR to the installation of the IMPERO floors. They should NOT be installed on top of the IMPERO floors. Pre-finished hardwood floors should be installed at the same time as carpets and AFTER finishing the walls to prevent damage from paint, dry wall dust, wallpaper adhesives, and other materials. IMPERO will not replace a floor with defects caused by improper installation. **4. Improper Maintenance or Inadequate Care.** Your IMPERO floor requires maintenance. IMPERO will not replace Product damaged by improper maintenance or inadequate care. **5. Accidents, Abuse or Abnormal Wear.** This warranty does not cover damage resulting from accidents or abuses that stain or scratch the finish, diminished gloss, or indent the surface of the wood. It also does not cover damage caused by heavy or concentrated foot traffic, impacts, damage by pets claws (nails), and failure to protect the floor from sand, gravel and other abrasives. **6. Indentations from Stiletto Heels on Shoes.** A stiletto heel can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8", and walking on any wood surface with stiletto heels is considered an abusive situation. IMPERO will not replace any Product damaged by stiletto heels on shoes. **7. Reduction of Gloss.** Gloss reduction in not considered to be a finish defect, and is not covered under this warranty. **8. Problems with Moisture or Dryness.** This warranty does not cover damage caused by wetting or