

# F/LIST

## Limited Warranty – F/LIST® Wood Floor (Dated April 2018)

1. In the event of any defects to the wood floor (hereinafter referred to as “**Wood Floor**”), customer’s rights towards F. List USA Corp. (hereinafter referred to as “**F/LIST**”) shall be enumerated exclusively in this Limited Warranty and F/LIST’s General Terms and Conditions for the Sale of Goods (“**Terms**”), which are fully incorporated herein by reference. In the event of a conflict between the Limited Warranty and the Terms, the provision of this Limited Warranty shall prevail.
2. F/LIST represents and warrants that its Wood Floor will at the time of transfer of risk (i) be free and clear of liens, charges or encumbrances, or title of a third party; (ii) be manufactured in good, workmanlike manner; (iii) be fit for the purpose intended; (iv) be free of defects; (v) be state of the art as of the time of conclusion of the Purchase Order; and (vi) not affect the airworthiness of the Aircraft. However, F/LIST does not warrant that the product specifications comply with the respective rules and regulations applicable in the territory of use.
3. Other than the warranties contained under this warranty or F/LIST’s General Terms and Conditions, F/LIST does not make any other warranty or representation to the customer with respect to the Wood Floor. Any other warranty or representation, whether legal or implied, is expressly excluded.
4. All products are purchased by the customer on an AS IS; WHERE IS basis, at the risks and perils of the customer, and with no other warranty than those contained under this warranty of F/LIST’s General Terms and Conditions.
5. The Warranty Period shall be 6 months beginning with the transfer of risk.
6. This Limited Warranty does not cover any products or services for which F/LIST has not been paid in full.
7. Damage to the Wood Floor after transfer of risk, alteration by anyone other than F/LIST, during storage or transit by anyone other than F/LIST, during or due to installation by anyone other than F/LIST, resulting from repairs performed by anyone other than F/LIST, resulting from abuse or misuse or exposure to certain outdoor conditions, or resulting from improper maintenance is explicitly excluded from this Limited Warranty.
8. Tolerances for dimensions of the Wood Floor, including, but not limited to, length, depth, overhang, centerline, allow for slight variances from design specifications. Variances not clearly visible or which can be detected only by using measuring devices are explicitly excluded from this Limited Warranty. Settling of floors, sub-structures, cabinets and changes in ambient conditions might result in misalignment of installed products, opening of seams and joints, and gaps where products meet each other and meet walls, none of which are covered by this Limited Warranty.
9. The substructure must fulfill the following criteria, otherwise any damages to the Wood Floor are not covered under this Limited Warranty:
  - 9.1. Surface must be 100% even;
  - 9.2. Ground panels must not move when connected;
  - 9.3. Substructure must be suitable for installation (with Hook & Loop Tape or screwing); and
  - 9.4. Substructure must fulfill the static requirements.
10. This Limited Warranty does not cover any damages that occurred during or are caused by installation or removal of the Wood Floor. For convenience only, F/LIST will provide customers with a guideline for installation and removal of the Wood Floor, and F/LIST disclaims any and shall not bear any liability for damages occurring in connection with such guideline.
11. Consequential, incidental, minor, or indirect damages of any kind are expressly not covered under this Limited Warranty. Therefore, Items excluded from this Limited Warranty include, but are not limited to, fabrication costs, costs to un-install or re-install, plumbing, electrical work, tile, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by anyone other than F/LIST, or from use of this product is expressly excluded from this Limited Warranty. Specifically excluded from this Limited Warranty are any minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation. F/LIST’s maximum liability under this warranty arising out of the sale of other products or installation services, based upon warranty or contract, shall never exceed the actual payments received by F/LIST in connection therewith.
12. Some products sold by F/LIST may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty. F/LIST shall notify customer if a product is not covered by manufacturer or vendor warranty.
13. The rectification of a defect shall be performed by F/LIST. F/LIST decides at its discretion whether to repair or replace a defective item. In the event that the rectification of a defect is performed by customer or a third party without the prior written consent of F/LIST, customer is deemed to have waived all rights concerning the particular item arising out of warranty or whatever legal ground.
14. In order for customer to file a claim under warranty on time customer shall file a written notification to F/LIST in which it shall specify in reasonable detail the potential defect within the warranty period and (i) F/LIST and customer may either agree in writing about the respective warranty issue within the warranty period or (ii) customer shall file a claim to the competent court as stated in F/LIST’s General Terms and Conditions within 30 days after the lapse of the warranty period, in case the parties are unable to find an amicable solution as set forth in (i).
15. The following guidelines in Section 11 through 20 are intended solely to clarify certain properties, characteristics, or conditions associated with products delivered by F/LIST. They do not represent all of the properties, characteristics, or conditions which may or may not be covered or which may be explicitly excluded from coverage under this Limited Warranty.
16. **Color Variations:** The patterns and color variations created in a living tree are, like all of nature, unique, and your newly installed Wood Floor will vary from any samples or pictures you may have received or seen. Therefore, the patterns and any color variations are explicitly excluded from this Limited Warranty. All Wood Floors will undergo color changes in particular due to the effects of ultraviolet rays from the sun and any such color changes are explicitly excluded from this Limited Warranty.
17. **Finish:** Your Wood Floor will come with a satin finish. F/LIST warrants to the customer that the factory applied finish of the Wood Floor will not wear through or will not lack finish adhesions as a result of normal use. However, any change of gloss as a result of cleaning or normal use is not covered under this Limited Warranty.
18. **Surface Irregularities:** Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of installed floors and color variations from panel to panel are not considered defects, and are not covered under this Limited Warranty.
19. **Defects:** Splits, cracks, grain raising, checking, edge fracturing, splintering or chipping that occurs during or after the floor has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity) are not covered by this Limited Warranty.
20. **Seaming:** The placement of seams (including the use of “rails”) is solely at the discretion of F/LIST and not covered by this Limited Warranty. Such placement will be discussed between F/LIST and the customer at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to ensure that seams are placed in the best location for the structural integrity of the Wood Floor and to make it aesthetically pleasing. Due to the unique characteristics of wood, it is not possible to guarantee a match in color, veining (including the direction of veins) or finish when seaming two pieces together.

21. **Temperature and Moisture Resistance:** The Wood Floor is engineered to withstand the effects of normal moisture or arid conditions. If properly installed and maintained in strict accordance with the F/LIST installation and maintenance instructions, F/LIST warrants against damage caused by normal moisture or arid conditions. Wood Floor is tested by several temperature variations and run through humidity tests to meet the environmental requirements. However the hygroscopic behavior of wood and veneer reacts to ambient conditions. Changes and defects due to swelling and shrinking are deemed a natural property of wood and veneer and are specifically excluded from this Limited Warranty.
22. **Accidents, Abuse or Abnormal Wear:** This Limited Warranty does not cover damage resulting from accidents, uses, or abuses that stain or scratch finish, diminish/change gloss, or indent the surface of the Wood Floor. This Limited Warranty also does not cover damage caused by heavy items or concentrated foot traffic, pebbles, sand or other abrasives, impact, scarring, denting, extreme heat, damage from moisture caused by wet mopping, spills or standing water, and other abnormal wear and tear.
23. **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 the Wood Floor due to high-heeled shoes is explicitly excluded from this Limited Warranty. Also excluded from this Limited Warranty is damage or defect caused by shoes in need of repair, spike heels, spikes or golf cleats.

**Care and Cleaning**

24. **Staining:** Spills of fluids have to be removed immediately to avoid staining. When properly maintained, the Wood Floor is quite stain-resistant to common beverages and foods (except for water with dissolved substances like sugar, salt and/or dye, e.g. wine, certain sodas, and similar liquids), oil and grease (e.g. cooking oil, nuts, and similar). When stains from such substances occur, it is generally not possible to remove them, and such stains are explicitly excluded from this Limited Warranty. Also avoid strong chemicals and solvents. Do not use items such as nail polish remover, permanent markers, inks, oil soaps, furniture cleaners, paint strippers or any kind of disinfectants and alcohol on the Wood Floor. Avoid using high alkaline/PH level cleaners, such as oven cleaners on the Wood Floor. All these fluids may impact the varnish and affect the surface appearance, including, but not limited to, the gloss. Staining caused by chemicals and solvents is explicitly excluded from this Limited Warranty.

**Cleaning:** Matte and semi-gloss surfaces can be cleaned with “Nanolex Matte Surface Cleaner”. The cleaner has to be wiped off immediately after application with a non-abrasive micro fiber cloth. Light dust and finger prints can be removed with “Nanolex Matte Final Finish” (follow manufacturer’s instructions). Alternatively, a cloth moistened with water and a pH-neutral mild detergent can be used. The cloth must not be soaking wet. Avoid wet areas on the Wood Floor after cleaning. Chemicals and solvents, such as isopropyl alcohol or other disinfectants, must not be used. Any damage or defect caused by the use of non-recommended products or misuse of any cleaning products is explicitly excluded from this Limited Warranty.

25. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of these Limited Warranty, the Terms or the respective contract, or arising therefrom or related thereto in any manner whatsoever, all regardless of whether such Dispute may be characterized as sounding in contract, tort, breach of duty, fraud (including fraudulent inducement to enter into or fraud in the inception of this Agreement), or any other common law or statutory law or equitable principle or doctrine and regardless of the relief sought (even if such relief includes rescission of this Agreement) shall be finally and conclusively resolved by binding arbitration. In case the amount in dispute is less than USD 250,000 (or any equivalent thereof) such arbitration shall be conducted by one arbitrator, otherwise it shall be conducted by three arbitrators. In either case the arbitrator(s) shall be appointed with the rules of the American Arbitration Association (the “AAA”) and such arbitration shall be conducted in the English language in the city of Atlanta, Georgia, under the administration of the AAA in accordance with the laws of the State of Florida and the AAA’s Commercial Arbitration Rules and Mediation Procedures (collectively, the “Rules”). The Parties to the arbitration shall facilitate the arbitration by: (i) conducting arbitration hearings to the greatest extent possible on successive days; and (ii) observing strictly the periods established by the Rules or by the

arbitrator(s) for the submission of evidence or briefs. Any award rendered by the arbitrator(s) shall be final and binding upon each Party to the arbitration and judgment on the award may be entered in any court of competent jurisdiction. The arbitration award may be enforced by any court of competent jurisdiction through injunctive or other equitable relief, as well as all relief and process available at law. The arbitrator(s) may issue interim awards, interlocutory, provisional or partial relief, including temporary restraining orders, preliminary injunctions, orders to compel discovery, orders of attachment, protective orders, any of which may be enforced as an arbitration award by any court of competent jurisdiction. Any arbitration award for money shall be made and shall be payable in U.S. dollars. The arbitrator(s) may award interest from the date of any breach of this Agreement and shall fix the rate of interest on any amount awarded from the date of the award to the date the award is paid in full.

For purposes of an action to confirm or enforce any award entered in the arbitration, the Parties hereby submit to personal jurisdiction in the Eighteenth Judicial Circuit Court, State of Florida, City of Melbourne, or the United States District Court for the Middle District of Florida. In addition, for purposes of an action to enforce any award entered in the arbitration, Buyer hereby submits to personal jurisdiction in any court anywhere in the world having jurisdiction over property that is the subject of this Agreement or Buyer’s affairs, other property, or assets (including money and deposit accounts) in respect of or against which such award may be enforced, regardless of whether such affairs, property, or assets have any relation to the subject matter of this Agreement and even if Buyer’s contacts with the forum for enforcement are fleeting, incidental, or unintentional.

**ACKNOWLEDGED AND ACCEPTED:**

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Customer Name:	
Represented by:	
Date:	