



## Gaia Flooring LIMITED WARRANTIES

Nearwood Black Collection Products

#### Limited Residential Warranty

This product is designed to stand up to residential environments and has a warranty against manufacturing defects. These warranties apply only to the original buyer and to the product in its original installation. These warranties are not transferable. Refer to the relevant sections for further coverage details and review the Warranty Chart.

## Manufacturing Defect Warranty

Nearwood Black Collection Products

#### Terms and Conditions:

Gaia Flooring guarantees to the original buyer ("Buyer") that the Nearwood Black Collection floors are free from any manufacturing defects for the entire residential or light commercial warranty duration. The inherent characteristics of natural products can lead to variations between samples and the actual product received. Exposure to sunlight and natural aging can also cause slight discrepancies between the sample board and the installed floor. It is important to note that Nearwood Black Collection is an engineered hybrid wood flooring is a natural product, which means it may have variations in its grain and color, as well as mineral streaks and knots. Therefore, it is the responsibility of the owner/installer to use reasonable efforts to select the pieces and remove any objectionable blemishes. Before and during the installation of flooring planks or accessories, a careful inspection under adequate lighting must be conducted to ensure that no material defects are present. Acceptance of quality is implied upon completion of the installation process.

- II. This limited warranty only covers the flooring under normal residential use when installed and maintained strictly according to Gaia Flooring guidelines and maintenance instructions.
- III. These limited warranties do not cover incidental or consequential damages (e.g., labor to remove flooring, labor to install replacement Flooring, additional materials required to install replacement Flooring, removal of any household fixtures or furniture required to repair or replace the flooring, hotel stays required due to repair or replacement, etc.).

### Exclusions

- Warranties only extend to damages that are not incurred during shipment or installation of the product.
- These limited warranties will not cover installation of Nearwood Black Collection flooring products displaying a noticeable manufacturing defect or obvious flaw.
- III. Subsequent additions or repairs to existing installations may not be covered under warranty, as they could create noticeable variations in color and shine.
- IV. Gaia Flooring limited warranties do not cover flooring that has experienced any kind of abnormal usage or mistreatment, including moisture damage from floods or plumbing issues; smoke and fire-related destruction; changes to the product's original design through negligence; excessive use beyond moderate usage what is expected for typical wear and tear over time, as well as damages resulting from mechanical and/or chemical causes.
- This warranty only covers finish defects beyond 10% across your total square footage purchased.

#### FINISH WARRANTY

## Finish Warranty

Nearwood Black Collection Products

With regular use, Nearwood Black Collection UV hardened lacquer layer is designed to maintain the color into the transparent grade veneer layer. Each plank is ready to install straight from the carton; do not sand or stain. Our finish warranty ensures reasonable durability and wear. Please note that a decrease in gloss is not considered wear-through of the finish. The surface UV lacquer coating serves as a protective shield. It is important to note that this warranty does not extend to the wear and tear of the surface coating or any harm inflicted on the UV lacquer coating due to negligence in repairing the surface coating promptly and adequately.

This is a natural product that will change due to its environment. As heating, cooling, and humidity fluctuate, the engineered hybrid wood will expand and contract, separating the boards. However, please note that this is a regular occurrence, not a manufacturing process defect.

When it comes to the appearance of your engineered hybrid wood floors, woodworking techniques are used during production to create a visually appealing look. These techniques include hand distressing, scraping, wire brushing, chiseling, carbonizing, and color staining. As a result, there will be variations between plank sizing, bevel gap, color change, thickness, and color, adding to the unique character of your Nearwood Black Collection. This should not be mistaken for a manufacturing defect. Please remember that any samples, photos, or models provided are solely for demonstrative purposes. They do not guarantee that your purchased goods will mirror these examples. Variations between these visuals and installed Nearwood Black Collection are not considered manufacturing defects.

#### Terms and Conditions

- I. Refrain from additional finishes as it will void the finish warranty.
- For optimal caster chair performance, ensure your seating area is suitably equipped with cushions or protective mats.
- This warranty only covers finish defects beyond 10% across your total square footage purchased.
- To maintain the allure of your Nearwood Black Collection, keep window treatments closed when sunlight is intense and minimize excessive lighting whenever feasible.
- This warranty does not cover discoloration caused by chemical or industrial substances which are not among the recommended cleaning products.
- VI. Stains by pets are excluded from this warranty

Gaia Flooring warrants your products to be free from manufacturing defects. Nearwood Black Collection flooring will be installed indoors in a climate-controlled area following the Nearwood Black Collection Installation and Maintenance Guide. Protect your engineered hybrid wood products from the damaging effects of UV light and seasonal climate conditions. Please note that this warranty does not cover visual damage, color changes, or plank deformation caused by these factors. This warranty applies only to the original purchaser; proof of purchase is required for all claims.

# Wetguard™ Warranty

# Nearwood Black Collection Products

Gaia Flooring Nearwood Black Collection Wetguard™ warranty ensures that your Nearwood Black Collection flooring is protected against topical spills for the duration of the residential or light commercial warranty. Promptly removing normal topical spills is essential to maintain this warranty. Prolonged exposure to spills will nullify this warranty and cause damage to the engineered hybrid wood Flooring. Note that this warranty does not cover flooding, acts of God, plumbing accidents, or leaking appliances (dishwashers, clothes washers, ice makers, mini-fridges, etc.) that are not considered topical spills.

- Any damage caused by water or excessive moisture on, below, or underneath the floor is not covered.
- This includes water damage from flooding, standing water, subfloor hydrostatic pressure, leaking pipes, mechanical failures, appliance leaks, door and window leaks, or conditions that result in moisture below the floor.
- Gapping between wood planks due to natural changes in humidity and temperature is not covered.
- Separation between layers of the floor caused by excessive humidity, temperature, or environmental changes after installation is not covered.

The Gaia Flooring Nearwood Black Collection products can be installed on, above all common subfloors. To ensure protection against subfloor moisture and structural integrity, the following conditions must be met:

When installing your floating floor, it is recommended to install
T-moldings in doorways that are 4 ft (1.22m) or less in width, as well
as in rooms that are 40 ft (12.2 m) or larger in length or width.

- The distance to walls and other permanent pieces of construction elements (such as pillars, fixed cabinets, and kitchen islands) should be approximately 3/8" expansion gap.
- Never install heavy pieces of furniture such as kitchen islands/cabinets on top of flooring.
- V. Please be advised that we require written verification of a concrete subfloor with an acceptable reading using an electronic concrete moisture meter. This is necessary to ensure the concrete subfloor meets our moisture level requirements. Thank you for your attention to this matter.
- 7. This written verification confirms that the concrete subfloor in question has been tested using a calcium chloride test and has a moisture level of no more than 3 lbs. per 1000 square feet per 24 hours.
- Written verification of plywood subfloors with a moisture reading of less than 13% using an electronic wood moisture meter.
- VII. Addressing all sources of subfloor moisture should be done before installation. It is important to note that the Wetguard™ core does not function as a waterproofing barrier for the subfloor or any nearby structures in cases of standing water or flooding. This means that this limited warranty does not include damages resulting from water incidents, such as those typically covered by homeowners insurance, such as flooding or standing water from leaky pipes, faucets, or household appliances. Additionally, any damage to the subfloor or surrounding structure caused by standing water or flooding is not covered. It is also important to mention that this limited warranty does not cover any damages resulting from mold or mildew growth due to extended exposure to moisture.

## JOBSITE CONDITIONS

#### Jobsite Conditions

#### Nearwood Black Collection Products

To ensure optimal performance of your engineered hybrid wood flooring we highly recommend a minimum acclimation period of 48 hours before installation. As well as to follow the requirements in the Black Collection Installation Guide.

For concrete subfloors in the Nearwood Black Collection, please take note of the following requirements:

The indoor climate should have a relative air humidity of 35-55%. The room temperature should be kept between 60-80° F. Concrete subfloor moisture must not exceed 3lb per 1,000 square feet per 24 hours (ASTM F1869-22 or ASTM F2170-02)

Moisture barriers must be used for all installations over concrete sub-floors.

#### Terms and Conditions

- The three-season rooms and cottages should be regularly maintained to ensure a comfortable room temperature between 60 Degrees Fahrenheit - 80 Degrees Fahrenheit and a relative humidity (RH) of 35%-55%.
- Nearwood Black Collection products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.
- III. This warranty does not cover damages caused by untreated mold or mildew in the installation environment, including any medical issues related to their growth.

It is crucial to adhere to these pre-installation environmental conditions throughout the product's life. Deviating from these parameters could lead to product performance issues that may not be covered under warranty.

Note: Moisture testing is good for the day of the test as environmental conditions can change, which could affect the substrate. Gaia Flooring is not responsible for damage that occurs from substrate moisture post-installation. It is required to follow the installation instructions provided.

#### LIMITATION ON LIABILITY

## Limitations on Liability

Nearwood Black Collection Products

Suppose any of the above warranties apply to a claim by the Buyer. In that case, Buyer's exclusive remedy and Gaia Flooring's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair or replacement of the defective Gaia Flooring Nearwood Black Collection flooring for the affected area only, or (2) the refund of the applicable purchase price, in Gaia Flooring's sole discretion, GAIA FLOORING HEREBY DISCLAIMS ALL OTHER WARRAN-TIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GAIA FLOORING HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO THE BUYER IN EXCESS OF THE PURCHASE PRICE OF THE NEARWOOD BLACK COLLECTION. GAIA FLOORING EXPRESSLY EXCLUDES AND SHALL NOT BE RESPON-SIBLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS. EMOTIONAL. MULTIPLE. PUNITIVE OR EXCULPATORY DAMAGES (SEE BELOW) OR ATTORNEYS FEES, EVEN IF GAIA FLOORING OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFORE SALE.

PLEASE NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

This warranty covers finish defects only if they exceed 10% of the total square footage of the purchased flooring. If Gaia Flooring chooses to repair or replace the defective flooring, it will provide the same color and grade if available. If unavailable, Gaia Flooring will supply a comparable product or issue a prorated refund of the original purchase price. Warranty coverage is limited to a one-time floor replacement. Any representations, promises, warranties, or statements that differ from these limited warranties are invalid unless in writing and signed by an authorized officer of Gaia Flooring. Gaia Flooring has the authority to examine any claims or defects and may seize samples for technical analysis. We must have sufficient time to inspect the floor before deciding on coverage or remedy at least thirty (30) days after the problem is reported. Do not remove the installed flooring before inspection, as doing so will cancel the warranty.

Gaia Flooring will cover one replacement or repair of your flooring. However, if the replacement or repair fails again, the site conditions may not be suitable for the flooring.

Once your warranty claim is approved, Gaia Flooring will give instructions on proceeding with the repair or replacement. Please follow these instructions within ninety (90) days after approval to avoid waiving your rights under the limited warranty. The following conditions will void the limited warranties:

- Visible Defects Boards with visible defects must not be installed.
  The Buyer and licensed flooring installer inspects the flooring
  before installation.
- Building Settling or Uneven Subfloor Gaia Flooring does not cover damage or defects caused by building settling or uneven subfloors.

#### Nearwood Black Collection Limited Warranties:

- Improper Installation Gaia Flooring must be installed according to Gaia Flooring's written instructions by a licensed flooring installer to avoid failure.
- Improper Maintenance or Inadequate Care Gaia Flooring require proper maintenance as outlined in Gaia Flooring's written instructions
- III. Refinishing the surface layer will void the Finish Warranty.
- IV. Accidents, Abuse, or Abnormal Wear Gaia Flooring does not cover damage or defects caused by accidents, abuses, abnormal usage, or high foot traffic. Damage by pet claws or failure to use walk-off mats is also not covered.
- High Heel Indentations on Shoes High heels can cause significant damage gouges to floors with a concentrated pressure of up to 2,000 pounds per square inch.
- VI. Moisture and Dryness Issues Gaia Flooring's warranties do not cover damage caused by excessive moisture or dry conditions. Flooding, plumbing accidents, and leaking appliances are also not covered. Refer to Gaia Flooring's installation instructions for more details.
- VII. Damage from Excessive Lighting Gaia Flooring's warranties do not cover damage caused by excessive sunlight or intense lighting, such as color change. Window treatments can help protect against this, It's important to note that new or replacement Gaia Flooring may not perfectly match display samples or existing flooring due to lighting effects.
- VIII. Non-Transferable Warranty These warranties only apply to the original buyer and the original installation of the Gaia Flooring. They cannot be transferred to another party.
- IX. Buyer's Responsibilities The buyer must follow all installation, care, and maintenance instructions provided by Gaia Flooring. Additionally, the buyer must allow Gaia Flooring the opportunity to inspect and repair any claimed defects. Removing or repairing the flooring without Gaia Flooring's inspection may void the warranty. The original proof of purchase must be submitted with any warranty claims.

## CARE AND MAINTENANCE

#### Care And Maintenance

Nearwood Black Collection Products

Maintaining the beauty and durability of your engineered hybrid wood floors is essential for their long-term performance. Our floors are designed for easy care, but routine maintenance is necessary to keep them in their best condition. To maintain the coverage of limited warranties and extend the lifespan of your Nearwood Black Collection, we offer specific recommendations in this section.

#### Preventative Maintenance

It is crucial to provide them with routine care and regular maintenance. Following these recommendations will protect the appearance of your floors and adhere to the guidelines necessary to maintain their limited warranties.

- Place protective mats at all exterior/interior entrances to prevent dirt and debris from scratching the floors.
- Regularly vacuum or sweep the floors, but beware: vacuums with beater bars or power rotary brush heads can damage wood floors.
- Quickly clean up spills using a hardwood/laminate cleaner and a clean white cloth.
- Use felt protectors under chairs and heavy furniture to prevent scratches.
- Chairs with wheeled castors must have flat, 1" wide wheels. A
  protective rigid mat should be used under chairs to provide
  additional protection
- Regularly inspect footwear for any signs of wear or spiked heels that could potentially damage the floors.
- VII. Minimize direct sunlight and excessive lighting by keeping window treatments closed.
- VIII. Trim your pet nails to avoid scratching the floors.
- IX. When moving furniture or appliances, use a dolly and never slide or roll heavy items across the floor. Warning: Motorized wheelchairs can cause damage to a floating floor installation.
- Do not use excessive wet or damp mop hardwood floors.

## Regular Care Made Easy:

Taking care of your Gaia Flooring is simple and requires no waxing. Avoid excessive wet mopping, spills, and standing water. When the engineered hybrid floor loses its shine due to dirt, follow these steps:

Step One: Vacuum or sweep the floor to remove any particles that could scratch the floor - remember to avoid using heavy-duty or industrial-grade vacuum with beater bars or a power rotary brush. Routinely clean vacuum wheels, brush, and head, and periodically inspect for foreign objects.

Step Two: Use a back-and-forth motion with the mop. Replace the mop cover when it gets soiled.

Step Three: Avoid using steam, spray cleaners, or devices that spray liquids directly on the floor, as water can cause damage.

## Proper Cleaning Guidelines:

- Avoid using steam cleaners, spray cleaners, or any devices that spray liquids directly on the floor, as water can cause damage on engineered hybrid wood.
- Never use oil soaps, wax, liquid detergent, or other household products to clean the floor.
- Repairs can often be made using repair accessories if the floor becomes scratched or dull. Contact the flooring installation subcontractor for assistance.

By following these expert care and maintenance recommendations, your Gaia Flooring will maintain their beauty.

#### Exterior Mats

Optimal exterior mats feature a dual fiber composition, incorporating soft fibers to absorb moisture and coarse fibers to effectively eliminate dirt and grime from shoe soles. Cleaning mats routinely prevents them from becoming a soil source. Enhance the cleanliness of your home by purchasing two exterior mats for each exterior entrance. Simply place one set at every exterior entrance to minimize the amount of dirt, grit, and moisture that can be tracked into your living space. Regularly clean your mats by switching out the soiled set with a fresh one to maintain consistently protected flooring. Place exterior mats outside all exterior entrances.

#### Interior Mats

Avoid rubber mats as they could stain the floor or potentially harbor moisture. Ensure the longevity of your flooring by regularly cleaning both sides of interior mats. Keep them from becoming a source of soil build up. Additionally, clean underneath the mats to prevent the accumulation of gritty debris. This small effort will preserve the pristine finish of your flooring. Using absorbent fibers and a breathable, non-staining backing for pathways with heavy foot traffic or use of heavy furniture. Enhance your entrance's cleanliness and appearance with interior mats placed strategically at all exterior entryways. These mats capture any remaining dirt, grit, or moisture that exterior mats may have missed.

#### Furniture

Protect your flooring with non-staining felt or plastic floor protectors, each at least one inch in diameter, placed beneath your furniture's legs to prevent unsightly and costly damage. Lay plywood over the floor to avoid dents and gouges, and use a furniture dolly when moving heavy appliances and furniture. For optimal function and protection, it's recommended to use rubber chair casters instead of plastic or metal. Additionally, it's essential to utilize chair pads under the casters to prevent damage or wear and tear. Invest in the right equipment to safeguard and prolong the life of your chairs. Make a note to clean your caster and pads from dirt or grit.

## Additional Precautionary Measures

Exercise caution when placing area rugs over floors with radiant heating. Rugs may increase flooring temperatures beyond recommended levels and void the warranty.

## COMMERCIAL WARRANTY

## Gaia Flooring LIMITED WARRANTIES

Nearwood Black Collection Products

#### Limited Commercial Warranty

This product can be installed for moderate usage in a commercial environment to ensure optimal performance and longevity. It is the responsibility of the buyer to adhere to this recommendation for the product to function as intended. Gaia Flooring Nearwood Black Collection are engineered to withstand low or occasional usage. It is accompanied by a warranty, which covers lamination manufacturing defects. These warranties apply only to the original buyer and the product's installation. These warranties are not transferable. Refer to the relevant sections for further coverage details and review the Warranty Chart. Gaia Flooring offers a limited warranty for limited commercial use. The specific duration of this warranty is detailed in our marketing, sales, or warranty Chart.

Before installing Nearwood Black Collection, it is crucial to assess all areas to determine if any additional measures or conditions need to be addressed. These include static control requirements, adherence to state health and building codes, slip resistance, handling high-impact traffic, and protection against moisture and water exposure. The manufacturer provides a warranty for its products, ensuring that they are free from any lamination defects when manufactured. However, the warranty does not cover any structural or finish issues that may result from higher than indicated traffic. Additionally, it does not cover wear and tear on the prorated warranty. Nearwood Black collection flooring, being a natural product, will continue to expand and contract through regular heating

and non-heating seasons. Properly installed floors may consequently experience some separation between boards at different times during the year. If such separations occur, they are not covered by this limited warranty. Please note that apart from the specific warranty mentioned above, Gaia Flooring does not provide any additional warranties. It is important to remember that any usage of Gaia Flooring should adhere to the relevant building, health, inspection, and municipal regulations and codes. Furthermore, it's worth noting that Gaia Flooring cannot be held responsible for any usage not compliant with regulations.

Please be aware that these limited warranties do not cover damage caused by events beyond regular residential use. Such events include, but are not limited to, flooding, standing water, leaking pipes, mechanical failures, or appliance leaks. Additionally, these warranties are not applicable if the product has been put to abnormal use or conditions or abused. Examples of such abuse include but are not limited to, moisture damage from plumbing, storms, or flooding; damage from smoke, fire, or other casualty events; damage caused by negligence; improper alterations of the original manufactured product; damage from use of the Nearwood Black Collection that is unreasonable considering the everyday uses of a wood floor in a residential environment; or damage of mechanical nature. Any uses of deviation from the intended use set forth for the warranty will void said warranty.

# Prorated Warranties Nearwood Black Collection Products

Our Nearwood Black Collection products come with limited warranties that operate on a prorated system. The value of the warranty decreases as the length of ownership increases, unless otherwise stated. The Limited Residential Warranty is prorated over a period of 30 years, while the Limited Light Commercial Warranty is prorated over a period of 10 years. For the first five years (residential) and first year (commercial) the flooring is fully covered under warranty, regardless of the original length. However, starting from the sixth year (residential) and the second year (commercial), the warranty value is reduced by a fraction based on the remaining years of coverage. Please refer to the examples below for further understanding. These limited warranties do not cover incidental or consequential damages (e.g., labor to remove flooring, labor to install replacement flooring, additional materials required to install replacement flooring, removal of any household fixtures or furniture required to repair or replace the flooring, hotel stays required due to repair or replacement, etc.) If there is a conflict between these general terms and conditions and the terms and conditions of the specified warranties, the specified warranties will apply. To qualify for this warranty, Gaia Flooring must receive written notice of the alleged defect from the Buyer before the limited warranty period expires, along with evidence that the Gaia Flooring is not subject to any of the limitations described below.

If you have a claim that is covered under the Gaia Flooring Limited Warranty, you must submit it through your retailer who will file the claim on your behalf. In case the installation or care instructions are incomplete or missing, it is your responsibility to request the information from Gaia Flooring directly or through their website at www.gaiafloor.com before installing the flooring. If you have any additional questions regarding your warranty, please contact customercare@gaiafloor.com.

## Documents Required

Proof of purchase This warranty page Installer's floor contractor license information and receipt

#### Disclaimer

Gaia Flooring reserves the right to modify its warranty at any time, in its sole discretion. All warranty in this brochure is effective April 2025.

## Limited Warranty Proration | Residential

Nearwood Black Collection Products

Based on a 30-year residential lifespan for engineered wood flooring.

1st Year 100%	16th Year 50%
2nd Year 100%	17th Year 45%
3rd Year 100%	18th Year 40%
4th Year 100%	19th Year 35%
5th Year 100%	20th Year 30%
6th Year 90%	21st Year 25%
7th Year 90%	22nd Year 20%
8th Year 90%	23rd Year 20%
9th Year 90%	24th Year 15%
10th Year 90%	25th Year 15%
11th Year 80%	26th Year 10%
12th Year 70%	27th Year 10%
13th Year 70%	28th Year 5%
14th Year 60%	29th Year 5%
15th Year 60%	•30th Year 0%

• 0% End of 30th year

## Limited Warranty Proration | Commercial

Nearwood Black Collection Products

Based on a 10-year commercial lifespan for engineered wood flooring.

1st-3rd Year 100%	7th Year 43%
4th Year 86%	8th Year 28%
5th Year 72%	9th Year 14%
6th Year 57%	•10th Year 0%

0% End of 10th year