



# VIVIANO®

## **75 YEAR LIMITED WARRANTY PROGRAM**

### **ENGINEERED PREFINISHED HARDWOOD FLOORING**

The limited warranties below apply only to pre-finished products and are effective with purchases made after April 23, 2020. All warranties are limited to the original purchaser only. Retain your original sales receipt or customer agreement and all initial test documentation (temperature, relative humidity, sub-floor moisture, etc.).

#### **RESIDENTIAL FINISH WARRANTY**

Residential Flooring Manufacturer warrants that the finish will not wear through to the wood within **75 years** or as long as the original purchaser owns the floor, whichever is less. Gloss reduction is not considered wear through and is not covered by the warranty. **EXCLUSIONS AND LIMITATIONS DO APPLY, SEE BELOW FOR DETAILS.**

#### **MATERIALS WARRANTY**

Flooring Manufacturer warrants that the products have been manufactured in compliance with the grading rules of flooring manufacturer, and will be free from manufacturing defects for as long as the original purchaser owns the floor. Manufacturing defects do not include natural wood characteristics such as mineral streaks, knots, grain variations, worm holes, normal minor differences between color of samples, photos, the color of installed floors, color variations from board to board, or differences between moldings and flooring. Use of putty or stain pens during installation is considered normal. Minor width variation is to be expected and is not considered a defect. Claimed defects should be visible from a normal standing inspection position and not require reflective or special lighting to detect.

#### **EXCLUSIONS AND LIMITATIONS**

No warranty coverage is provided for flooring that contains obvious defects of any kind that were installed nonetheless. If, before installation, you discover any flooring that has obvious defects, please immediately

contact the dealer from whom the flooring was purchased and replacement flooring will be provided at no cost.

These warranties do not cover damage, indentations, scratches, or stains arising from negligence, accidents, abuse, fire or excessive heat, abnormal wear, construction, spike heels, grit, sand or other abrasives, dents, insect infestation after the product has left our factory, domestic animals or tape applied to the floor's surface. Splits and cracks after installation are normally caused by improper home environment rather than manufacturing.

It is critical that all installations are done in compliance with the procedures outlined in the flooring manufacturer's installation instructions, which can be found in each carton of flooring. No damage or defects caused by improper installation or failure to provide a suitable installation environment (including proper acclimation) are covered by this warranty. Failure to install your flooring in accordance with the instructions will void all warranties.

These warranties do not cover damage caused by use of the flooring for purposes other than those for which it was designed; damage caused by disasters such as fire, flood, wind, and lightning; damage during shipment; or any other abuse or misuse by the purchaser.

The flooring should only be cleaned using a good quality cleaner (such as Bona Hard-wood Floor Cleaner) made specifically for wood flooring. Remove any loose dirt or grit from the floor. The cleaner should not be liberally applied to the flooring, only misted via the floor care system selected if automated or applied directly to the micro-fiber pad. Use of non-approved cleaning and maintenance products including oil soap, liquid/paste wax, oil, silicone or ammonia based products will void all warranties. Do not wet mop or use steam cleaners of any kind on the floor.

After your floor is installed, it is critical to maintain a normal temperature between 60°-80° F and a relative humidity between 35-55%. Failure to follow these guidelines, especially with regard to humidity range, can result in a performance failure or damage to your floor and will void the warranty. In addition, it is important to maintain your floor in accordance with the flooring manufacturer's maintenance instructions.

These warranties do not cover damage or unsatisfactory performance caused by excessive moisture or moisture vapor including, but not limited to, improper humidity inside the home, excessive ground moisture that migrates into the home for any reason, excessive sub-floor moisture, water leaks caused by broken pipes or appliances, improper cleaning methods such as wet mopping or automated cleaning machines, weather conditions or natural disasters such as flooding or excessive rainfall.

Since wood is a natural product, it will tend to expand and contract as moisture and humidity levels inside the home may change. Accordingly, normal expansion and contraction which results in minor separations between flooring boards are not covered by these warranties.

The limited warranties do not cover color changes to any flooring which results from exposure to UV light. Normal exposure to sunlight will cause changes in the shading of any wood floor, and this is not considered a defect. Certain species including, but not limited to, American Cherry, Walnut, Brazilian Cherry, Tigerwood, and most Exotics, are especially susceptible to color change. Please contact your flooring retailer for more information. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.

The sole obligation and liability of the flooring manufacturer under our limited warranties is to repair, replace or refinish the floor at the flooring manufacturer's option. Only floors that were professionally installed will be eligible for labor cost reimbursement. If you installed the floor yourself, we will cover the cost of replacement materials only. (Any and all labor costs must be pre-approved by the flooring manufacturer Claims Department.)

These warranties EXCLUDE and will not pay consequential or incidental damages associated with any warranty claim. Flooring manufacturer will not pay costs associated with relocation during the repair process such as hotel, meals, or moving and storage of furniture. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph may not apply.

Any flooring manufacturer product which is designated as "cabin grade", "tavern grade", "second", or "as is" is not covered by the above warranties.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, OR AS OTHERWISE SET FORTH HEREIN. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE MADE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL FLOORING MANUFACTURER BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE THIS PRODUCT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOUR RIGHTS AND THE LIMITATIONS DESCRIBED ABOVE VARY FROM STATE TO STATE. THUS, IT IS IMPORTANT TO RETAIN THIS WARRANTY INFORMATION. NO INSTALLER, RETAILER, DISTRIBUTOR, AGENT, OR EMPLOYEE OF FLOORING MANUFACTURER HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OR LIMITATIONS OF THIS WARRANTY.

## HANDLING OF CLAIMS UNDER THIS WARRANTY

Claims must be filed within the coverage period, and information verifying the date of purchase and pre-installation testing documentation are required. Flooring manufacturer reserves the right to have a designated flooring manufacturer representative inspect the floors and remove samples for technical analysis.

If you need to file a claim under this warranty, first contact your flooring manufacturer retailer within three months of experiencing a problem. If for some reason, your retailer is unable to satisfy your claim, you may contact us at: Flooring Manufacturer, Claims Department, P.O. Box 3549 Johnson City, Tennessee 37602.

Any and all disputes arising out of the purchase of flooring manufacturer products or this warranty shall be subject to mandatory and binding arbitration in Johnson City, Tennessee, pursuant to the rules of the American Arbitration Association. Any trials by jury are expressly waived.

## FLOORING FEATURES

PRODUCT	PAD & RECOAT	SAND & REFINISH *	INSTALL OVER RADIANT HEAT	WHERE TO INSTALL
SOLID	YES	YES	NO	ON GRADE ABOVE GRADE
ENGINEERED	YES*	YES	YES (OAK ONLY)	ON GRADE ABOVE GRADE BELOW GRADE

\*If your floor is sanded down to the bare wood and a new finish is applied, all finish warranties must be assumed by the finish manufacturer.

\*Engineered flooring with a veneer thickness of 2mm or less cannot be sanded and refinished, only a pad & recoat can be performed.