

AquaGuard Wood® Flooring

MANUFACTURER’S LIMITED LIFETIME RESIDENTIAL WARRANTY

Manufacturer of AquaGuard Wood®, referred to herein as AquaGuard Wood®, warrants to the original purchaser that the flooring will be free of manufacturing defects, and that the factory applied finish will not wear through*, peel off or delaminate throughout the life of the product when used under normal residential traffic conditions.

*Wear through is defined as 100% finish loss over a minimum of 5% of the total installation. Scratches and loss of gloss are not considered as wear through.

If the product wears through, AquaGuard Wood® will at its option replace or refund the portion of the floor in question as covered under this warranty. This warranty does not cover labor, unless professionally installed, nor any other incidental expenses incurred as a result of covered defect. Should the original floor be discontinued, AquaGuard Wood® will replace the defective material with an AquaGuard Wood® floor of equal value.

This warranty is exclusive to the original purchaser and in lieu of all other warranties, expressed or implied, and all other remedies, guarantees or liabilities arising by law or otherwise.

MANUFACTURER’S LIMITED 15 YEAR LIGHT COMMERCIAL WARRANTY

AquaGuard Wood® warrants to the original purchaser that the flooring will be free of manufacturing defects, and that the factory applied finish will not wear through*, peel off or delaminate for 15 years after the date of purchase of the product when used under light commercial traffic conditions.

* Wear through is defined as 100% finish loss over a minimum of 5% of the total installation. Scratches and loss of gloss are not considered as wear through. Heavier traffic areas such as entry foyers, food preparation areas such as commercial kitchens, and any areas with heavy rolling loads are not recommended.

If the product wears through, AquaGuard Wood® will at its option replace or refund the portion of the floor in question as covered under this warranty. This warranty does not cover labor unless professionally installed, nor any other incidental expenses incurred as a result of covered defect. Should the original floor be discontinued, AquaGuard Wood® will replace the defective material with a AquaGuard Wood® floor of equal value.

This warranty is exclusive to the original purchaser and in lieu of all other warranties, expressed or implied, and all other remedies, guarantees or liabilities arising by law or otherwise.

Underlayment

This flooring has a pre-attached underlayment. This flooring is approved for use with Sentinel Protect Plus underlayment with built in vapor barrier. A 6-mil poly-film moisture barrier is required over concrete when not using Sentinel Protect Plus underlayment with built in vapor barrier . The use of the Sentinel Protect Plus underlayment under the product is warranted for residential applications only, including multifamily housing and condominiums (residential unit only). Do not use any additional underlayment in commercial applications (e.g. industrial areas, commercial foyers, restaurants, etc.) or any areas with heavy rolling loads. Using additional underlayment in commercial applications such as these will void the warranty. Do not install this flooring over carpet.

24 Hour Standing Water Warranty

AquaGuard Wood® will resist damage from moisture due to wet mopping and everyday household spills removed within 24 hours. This product is water resistant. However, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered and undressed). The moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. This warranty does not cover flooding.

Warranty Exclusions

The owner/installer must inspect the color, finish and quality of the flooring prior to installation. AquaGuard Wood® is not responsible for labor costs incurred for flooring installed with visible defects. Isolated floor squeaks are not a defect and are not covered under warranty. This warranty does not cover damage caused by improper installation, negligence, water erosion, abrasion, extreme heat or temperature, cleaning care or maintenance contrary to written instructions provided by AquaGuard Wood®. This warranty does not cover physical abuse or misuse, indentation, scratching, impact, cutting, freight damage, alteration or any wear or damage caused by acts of God. Changes in color due to exposure to light are not covered by the warranty. Variations in color, tone, grain patterns and other are naturally occurring characteristics of hardwood.

This warranty does not apply if product is installed in areas where condensation repeatedly occurs, or any other areas contrary to the recommendations of AquaGuard Wood®, including, but not limited to, exterior applications, unstable/improper subfloors, or areas exposed to excessive topical and ground moisture. Protective pads should be used under furniture legs, and mats should be used under any chairs with rolling casters.

For the Lifetime Residential warranty, if a claim is made and approved after 1 year of purchase, AquaGuard Wood® will pay a pro - rated percentage of material cost, determined by the number of years from the date of purchase and the remaining period up to 50 years. For example, if the claim is made 20 years after the original purchase, then AquaGuard Wood® will pay 60% (30/50th) of the material. If the claim is made 50 years or more after the purchase, AquaGuard Wood® will provide you, the original purchaser, with a 5% discount on material only on your next purchase of a AquaGuard Wood® flooring product. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of purchase. No labor will be paid after 36 months.

For the 15 Year Light Commercial warranty, if a claim is made and approved after 1 year of purchase, AquaGuard Wood® will pay a pro - rated percentage of material cost, determined by the number of years from the date of purchase and the remaining period up to 15 years. For example, if the claim is made 6 years after the original purchase, then AquaGuard Wood® will pay 60% (9/15th) of the material. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of purchase. No labor will be paid after 36 months.

AquaGuard Wood® excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damages other than to the flooring itself that may result from a defect in the flooring. No implied warranties extend beyond the term of this written warranty.

AquaGuard Wood® assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. AquaGuard Wood® reserves the right to have a representative inspect the floor and remove samples for additional evaluation if needed. No installer, retailer, agent or employee of AquaGuard Wood® has the authority to increase or alter the obligations or limitations of this warranty.

For Warranty Service

To make a claim, you may:

- 1) Contact your AquaGuard Wood® retailer, by visiting www.flooranddecor.com, no later than 30 days after the discovery of the defect. Proof of purchase is required. Your retailer will assist in coordinating a resolution of your claim. OR:
- 2) Contract a certified independent inspector (such as www.NWFA.org). The inspector should submit a copy of the inspection report directly to your AquaGuard Wood® retailer for consideration. Note that while independent inspections are credible and usually reliable, the final decision rests solely with AquaGuard Wood®. Only certified inspectors approved in writing, in advance by AquaGuard Wood® will be considered.