

## **RESIDENTIAL WARRANTY**

Manufacturer warrants the original purchaser of its Engineered Hardwood Flooring in North America to the following warranties:

### **25 YEAR FINISH and WEAR RESIDENTIAL WARRANTY**

Manufacturer warrants to the original purchaser that its factory applied finish will not wear through, peel off, or delaminate under normal and ordinary residential use and with proper maintenance and floor care for 25 years. Finish wear through is defined as 100% finish removal over a minimum of 10% of the total installation.

### **25 YEAR STRUCTURAL INTEGRITY RESIDENTIAL WARRANTY**

Manufacturer warrants its products in their original manufactured condition to be free from manufacturing and workmanship defects including delamination (separation between plies), milling, and grading. The accepted industry standard is an allowance of up to 5% of the flooring shipped to contain milling, grading, handling, and occasional finish defects and shall not be considered a structural defect.

Product thought to be defective by the person doing the installation should be returned to your dealer for inspection and possible replacement **PRIOR TO INSTALLATION**. Installation implies acceptance. No warranty will be offered for obvious visual defects or appearance related claims such as grade or color once the products are installed.

- These warranties, which begin from the date of purchase, apply only to products used in indoor dry residential applications either below grade, on grade or above grade and are valid only in North America.
- These warranties apply only to the original purchaser and the original residential location where the product is installed and are not transferable.
- Any product designated as “tavern”, “economy”, “cabin grade”, “seconds”, “B grade” or “as is” is not covered by any of these warranties.
- Hardwood flooring being a natural product will continue to expand and contract during seasonal and temperate changes. Product when properly installed may experience slight separation (up to 1/32”) between boards. If minor separation or seasonal cracks occur, they are not covered by this warranty.

**IF THE ENGINEERED FLOORING SHOULD FAIL TO MEET THE TERMS OF THE WARRANTY, MANUFACTURER, AT ITS OPTION, WILL EITHER:**

- Supply replacement product or parts to repair, refinish, or replace the defective product at the manufacturer’s option.
- Refund up to the full purchase price of the defective products.

**THIS WARRANTY IS EXCLUSIVE.** It covers the repair or replacement of defective materials only and does not cover labor costs unless professionally installed by a certified flooring installer. Installation of the replacement products will be at the original purchaser’s expense. If professionally installed, the manufacturer will pay the reasonable labor costs to perform the replacement or repair during the first five (5) years from the date of the original purchase. Any and all labor costs must be pre-approved by the manufacturer. In the event that the style installed in the home is no longer available, the manufacturer will replace the affected floor with another style of equal value. Under no circumstance will the value of a warranty claim exceed the original purchase price of the product.

**THE ABOVE DESCRIBED REMEDY IS THE ORIGINAL PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR CLAIM UNDER THIS LIMITED WARRANTY.**

## **CONDITIONS**

Manufacturer will honor claims under this warranty only if all of the following conditions are satisfied:

1. At all times between purchase and installation the flooring must be properly stored according to installation instructions.
2. Interior residential construction ONLY.
3. Only approved products for use over Radiant Heat.
4. The flooring must be installed below grade, on grade or above grade according to the recommended installation instructions and adhesives.
5. Environmental conditions below 35% RH or above 55% RH may result in cupping, delamination of veneer from core and may become unusable as a floor.
6. Problems caused by failure of the homeowner or installer to evaluate the jobsite and jobsite conditions are not covered.
7. This limited warranty applies only where the affected area of the flooring is visible and covers an area greater than 10% of the room.
8. A description of the problem, photographs, and a sample that clearly shows the warranty problem must be presented to the retailer/distributor for presentation to the manufacturer.
9. The covered person must provide valid proof of purchase for material and labor in the form of a sales receipt or invoice. This must show the date of purchase, original purchase price, and that he/she is the original purchaser
10. Manufacturer must receive written notice within 30 days after discovery of any claimed defect or failure covered under this warranty, but within the time period applicable to the limited warranty.
11. Manufacturer reserves the right to have a manufacturer's designated representative or firm inspect and take samples of the hardwood floor for analysis.
12. Manufacturer must be given 60 days following notice to inspect the product to confirm any failure.
13. Inspections of the hardwood floors must be performed in accordance with industry standards from a standing position with normal lighting and no glare.
14. Written notice and all photographs, samples and other documentation should be sent to the distributor/dealer from which the flooring was originally purchased.

## **WARRANTY EXCLUSIONS**

This limited warranty shall not apply to damage to the hardwood floor or to the finish arising from and specifically excluding any of the following:

- Natural wood characteristics such as mineral streaks, small knots, grain variations, etc., are normal and natural characteristics and shall not be construed as defects. No two pieces of wood are the same and color or other variations will occur. Manufacturer does not guarantee against natural variations, or the normal difference between color samples or photographs and colors of installed floors. New and/or replacement flooring may not match samples and/or existing flooring or warrant a color match to other wood products such as stairs, cabinets, trim, molding, etc.
- Squeaking and cracking of the hardwood by any cause other than mis-manufacturing is not considered a defect. This includes splitting or cupping resulting from exposure to improper environmental conditions.
- Hollow spots between the flooring and the sub floor.
- Expansion and contraction of the hardwood due to seasonal changes in climate shall not be considered defects.
- Natural color changes due to full or partial exposure to sunlight and weather. Maple, Merbau, Kempas, Pine, Cherry, and Exotic species such as Brazilian Cherry may darken or yellow due to light exposure over time. This is a natural occurrence and is not covered by this warranty.
- Indentations, scratches or damage caused by negligence, water, moisture and saturation, insects, insect infestation after

the product has left the factory, animals, pebbles, grit, sand or other abrasives, and high heeled or spiked shoes, or failure to use pads under rolling chairs or other furniture.

- Failure to follow the manufacturer's written installation instructions including protecting the floor from sub floor moisture, storage and handling.
- Failure to follow the manufacturer's written installation instructions on approved adhesives. Damage caused by use of water based adhesive over sheet vapor retarder or sound insulation
- Excessive or inadequate humidity in the area. Relative humidity in the area of use must be within a normal range of 35-55%.
- Stains as a result of negligence, chemical or industrial products, wax, or oil soaps for cleaning, or standing liquid for a prolonged period of time.
- This warranty does not cover removal or replacement of cabinets, appliances, furniture, or other fixtures. Insufficient or improper protection, care or maintenance, or failure to use Manufacturer approved installation and maintenance products Damage from improper cleaning practices. Do not use steam mops or wet mops to clean your floors.
- Misuse or abuse.
- Use of flooring for purposes other than for which it was designed. Improper alterations of original manufactured product. Alterations or repairs to the manufacturer's original product will void any and all warranties.
- This includes sanding, top coating, recoating or attempted re-finishing of the factory-applied finish.
- Gloss reduction is not considered surface wear through.
- Freight costs or expenses and any damage occurred during shipping.
- Failure due to structural changes in the sub floor, settling of the building or uneven sub floor that has not been adequately leveled.
- Accidents, negligence, abuse, or misuse. Warranty will be made void if man-made or natural disasters including leaking or broken plumbing, fire, flood, wind, lightening, earthquake, prolonged power outages, or standing water occur during or after installation.

## **ADDITIONAL WARRANTY LIMITATIONS**

THE MANUFACTURER DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE FLOORING.

MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL, SPECIAL CONSEQUENTIAL COSTS, EXPENSES, LOSS OF INCOME OR PROFITS, OR OTHER SIMILAR DAMAGES INCURRED BY THE ORIGINAL PURCHASER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY, FROM STATE TO STATE.

IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, THEN ANY AND ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY TO THE EXTENT ALLOWED BY APPLICABLE LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW AS HEREBY LIMITED, THE WARRANTIES SET FORTH ABOVE ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AGAINST MANUFACTURER AND ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES OF MANUFACTURER, AND ALL RIGHTS, CLAIMS, AND REMEDIES OF PURCHASER AGAINST MANUFACTURER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN GOODS PURCHASED BY THE ORIGINAL PURCHASER FROM ANY AUTHORIZED RESELLER OF MANUFACTURER, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (C) ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, OR REMEDIES IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MANUFACTURER, ACTUAL OR IMPUTED, AND (D) ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS, OR REMEDIES FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES,. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

## **WARRANTY PROCEDURE**

If you have any questions or wish to make a claim under this limited warranty, please contact retailer for Manufacturer at:

Floor and Decor Outlets of America, Inc.