



HARDWOOD FLOORING WARRANTY

Who is covered?

- All warranties in this Limited Warranty are given only to the original retail purchaser (end user) of the product. For the warranty to take affect, the wood flooring must be paid for in full and for personal residential use. Wood purchased for resale is not covered. This warranty does not cover any wood products installed in rentals, nonresidential, or commercial locations. **All warranties are non-transferable.**

What is covered and for how long?

- The limited warranties are subject to the wood flooring product applications, limitations, disclaimers, and exclusions described below and are effective for floors purchased after May 1, 2008. All warranties begin from the date of retail purchase.

Structural

- We warrant to the original retail purchaser that the wood flooring in its original manufactured condition will be free from defects in lamination and assembly for the warranty period. Please see the warranty found in every box of the wood flooring. Warranty durations will vary depending on the wood flooring products purchased.

Finish

- We warrant to the original retail purchaser that the finish on the surface of the wood flooring product will not wear through and the finish will not separate from the wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines for the length of the warranty (ex. 3 year, 25 year, lifetime.) The guidelines provided by National Flooring Products in the care and maintenance guide are not intended to be an exclusive list. Please note that gloss reduction, scratches, and dents are not covered under the warranty and are expected to occur over time. Specific types of woods such as Maple, Pine, Oak, Birch, Acacia, or any wood product with a high gloss finish will tend to show scratches and dents more easily.

Quality assurance

- We warrant that the covered wood flooring products meet our quality standards. You or your installer should carefully inspect the products before installation for any milling, dimensional, or visual defects. Since wood is a natural product, there will be natural variations in color, tone, hardness, texture, and graining that are not covered by this warranty. This pre-installation warranty expires upon installation.

What are the consumer's responsibilities under this warranty?

- To be covered under the manufacturer warranty you need to retain your sales slip and all documents related to the wood flooring purchase. The wood flooring must be properly installed in accordance with our installation instructions. The manufacturer strongly advocates the use of licensed, experienced installers for best results. If using a professional wood flooring licensed installer, you may be asked for the name and license number. **You must also keep your proof of pre-installation moisture test results as we may request this information from you when submitting a claim under this warranty.**
- When you receive the wood flooring products, please thoroughly inspect all flooring products in each carton ordered **before** permanent installation. The manufacturer is not responsible for any labor or damages incurred by delivery delays, wood product not matching samples, wrong product, dye lot (mismatch), installation, or job site conditions. The installer/owner is the final inspector and assumes the responsibility to determine if the product is correct and acceptable before installation begins.
- The wood products must be installed in accordance with all manufacturer installation guidelines.
- The wood flooring must have always been stored and acclimated properly in the temperature controlled room it was installed in.

What are the consumer's responsibilities under this warranty? (continued)

- The installer/owner of the pre-finished wood flooring has the final inspection responsibilities as to the grade, manufacturing, texture, color, graining, dye lot, and factory finish. They must use reasonable selectivity and hold out or cut off pieces with glaring defects, whatever the cause. Use of the manufacturer care products or wax sticks for defect correction during installation should be accepted as normal procedure. When pre-finished flooring is ordered, 5% must be added to the actual footage needed as allowance for cutting, waste, and mismanagement. Should an individual piece be doubtful as to grade, manufacturing, texture, color, graining, dye lot, shipping damage, factory finish, those defect materials shall not be more than 5% of total. Wood flooring color variations or darkening are a natural occurrence and may be due to exposure to sunlight. Wood samples will not always exactly match the wood flooring received. Inherent variations in grain or color are not considered as manufacturing defects.
- Maintenance must be properly performed as needed in accordance with the manufacturer care and maintenance guidelines.

What is the manufacturer's responsibility under this warranty?

- If any of the covered events occur within the warranty period, the manufacturer will recoat, refinish, fill, or furnish comparable flooring (manufactured by us and of similar pricing, and quality) for either the repair of the defective area or the replacement of the floor, at manufacturer's sole option. Wood floors that were professionally installed correctly will be eligible for labor cost reimbursement up to \$2.50 per square foot. On wood floors that need to be repaired or replaced, the manufacturer may hire an installer/repairman of manufacturer's choice and pay all reasonable labor costs up to the maximum allowable per square foot limit for direct repairs within the first five (5) years of the warranty period or the length of the warranty period, whichever is less. If the wood floors were installed incorrectly by a non-licensed installer, the manufacturer assumes no responsibility for any labor cost associated with such repairs or replacement. In the event that we are unable to correct the problem after a reasonable number of attempts or if the replacement or repairs fail in the same manner a second time, we will refund the portion of the purchase price for the section of failed flooring. These warranties do not include removal or replacement of cabinets, electrical fixtures, plumbing fixtures, hand rails, transitions above 6" in height, furniture, or any other fixtures of the job site/home. These are the exclusive remedies under this warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

What is not covered under this warranty?

- Wood flooring installed in full bathrooms with a shower or tub.
- Damage caused by fire, flooding, and other natural disasters.
- Damage caused by negligence, accidents, misuse, abuse, or man made disasters.
- Damage caused by vacuum cleaner beater bar or hard heads (see care and maintenance guidelines).
- Damage caused by appliances, furniture, and casters (see care and maintenance guidelines).
- Damage caused by cutting from sharp objects (see care and maintenance guidelines).
- Damage caused by the use of **NON-APPROVED** cleaning products or cleaning methods such as: wax, wood polish, alkaline products, any abrasives, wet or steam mopping, etc.
- Reduction in gloss, scratches, or indentation due to sand, pebbles, other abrasives, pets, insects, construction traffic, or failure to maintain the floor as required (see care and maintenance guidelines).
- Color, shade or texture variations between samples, printed color photography, or replacement flooring and the actual material.
- Color variations between flooring and/or samples and other flooring or wood products which you wish to match such as: cabinets, stair railings, or trim.
- Deficiencies related to sub-floor/floor joist assemblies, sub-floor preparation materials, and fasteners including, but not limited to, uneven sub-floor surfaces, floor deflection, or voids in the sub-floor.
- Noises (squeaking, popping, crackling, etc.) associated with sub-floor movement.
- Staple or nail pullout from sub-flooring.
- Naturally occurring wood characteristics such as variations in grain, color, mineral streaks, and knots.
- Seasonal Checking caused by natural expansion and contraction resulting in cracks, checks, separation between boards, or damage caused by low or excessive humidity. Due to inherent characteristics of exotic wood, fine cracks may develop in the face of the wood. These cracks will not take away from the beauty and performance of your floor but can be minimized by following the relative humidity guidelines of 35% - 55% maintained year-round inside your home.

What is not covered under this warranty? (continued)

- Wood floors installed without an approved moisture barrier on excessively moist substrates with a moisture content above 3 pounds per 24 hours per 1,000 square feet are not covered under the warranty. In addition, prior to installation, the installer should make certain that sub-floors are properly inspected for moisture conditions according to the NWFA guidelines. (www.nwfa.org) All moisture testing must be documented with photos.
- The warranty does not apply if the wood products are installed with **NON-APPROVED** wood floor adhesives. **DO NOT** use any adhesives that contain any water. All bond and moisture related warranties comes solely from the manufacturer of the adhesive and moisture retarders. The wood manufacturer is not liable for bonding or moisture related warranted failures.
- The warranty **DOES NOT** cover wood flooring products installed over in-floor radiant heating systems unless the species has been specifically approved and the correct installation method was used for over in-floor radiant heating systems. **The in-floor radiant heating system must meet all requirements specified in the NFP and manufacturer installation guidelines.** Seasonal checking (small cracks in the finish) or gapping between boards may occur on any wood floor installed over an in-floor radiant heating system and is not considered a defect.
- The warranty does not apply to products designated as “BARGAIN,” “CABIN GRADE,” “SECONDS,” “CLOSE-OUT,” “DISCONTINUED” OR “NON-STANDARD.” SUCH PRODUCTS ARE SOLD “AS IS.”
- Commercial installations, unless otherwise notated pre-installation.
- Construction or installation-related damage.
- Fading or color change due to UV rays from natural sunlight (see care and maintenance guidelines).
- Floors damaged or adhesive breakdown caused by sub-floor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet mopping spills, steam mopping, damage, cleaning agents, or weather conditions.
- Installation defects, including but not limited to, installations made: (i) upon improper acclimation; (ii) in violation of applicable state or local housing or building codes, or (iii) by non-licensed installers, (iv) contrary to written instructions furnished with the product.

NOTE: THE PURCHASER AND THE INSTALLER CHOSEN TO INSTALL THE FLOOR ARE RESPONSIBLE TO INSPECT THE FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED.

What is excluded from this warranty?

- NO RETAILER, DISTRIBUTOR, MANUFACTURER, EMPLOYEE, OR SALES AGENT REPRESENTATIVE HAS THE AUTHORITY TO ALTER THE OBLIGATIONS, LIMITATIONS, DISCLAIMER, OR EXCLUSIONS UNDER ANY OF OUR WARRANTIES. WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER OUR WARRANTIES. MEANING ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. OUR LIMITED WARRANTIES CONSTITUTE THE ONLY EXPRESSED WARRANTIES FOR THE PRODUCT PURCHASED.
- YOUR EXCLUSIVE REMEDY AND MANUFACTURER’S SOLE LIABILITY OF ANY CLAIM, WHETHER IN TORT, CONTRACT, OR BREACH OF WARRANTY, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE APPLICABLE PURCHASE PRICE OF THE DEFECTIVE GOODS AS SPECIFIED HEREIN. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY NEGLIGENCE, SHALL MANUFACTURER HAVE ANY OTHER LIABILITY (INCLUDING WITHOUT LIMITATION INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) OR ANY MONETARY LIABILITY TO YOU IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT PRODUCTS IN QUESTION.
- FOR CERTAIN PRODUCTS ANY OR ALL DISPUTES ARISING OUT OF MANUFACTURER’S WOOD FLOORING PRODUCTS OR THIS WARRANTY SHALL BE SUBJECT TO MANDATORY AND BINDING ARBITRATION IN LOS ANGELES, CALIFORNIA, PURSUANT TO THE RULES OF AMERICAN ARBITRATION ASSOCIATION. ANY TRIALS BY JURY ARE EXPRESSLY WAIVED.

What is excluded from this warranty? (continued)

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCTS, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

- THIS WARRANTY DOES NOT APPLY TO DISCONTINUED ITEMS, CLOSE OUT ITEMS, OR ITEMS SOLD “AS IS.” ALL SUCH PRODUCTS ARE SOLD “AS IS” AND SHALL NOT HAVE ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY (EXPRESS OR IMPLIED), WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EXPRESS OR IMPLIED), OR ANY OTHER WARRANTIES REQUIRED BY LAW OR FACT.
- SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

What should the consumer do if there is an issue with their wood floor?

- In the event of a claim please contact the retailer where the wood flooring products were purchased. The retailer will fill out all claim forms and notify National Flooring Products. Claims may take up to 90 days to process. A National Flooring Products representative will contact the homeowner to schedule any inspections and repair work if the manufacturer deems the claim warranted.
- Please keep all your pre-installation and post-installation receipts including but not limited to your sales receipt, pre-installation moisture test, photos, installer’s name, phone number, and license number. Information regarding the claimed defect, date, and proof of purchase must be provided.

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