

## Part III WARRANTY

### Scope of Warranty

This limited warranty extends only to the original purchaser/s of this product for as long as they own their premises and is not transferable. Warranty covers the flooring only and applies to the purchase/s through legal proof of purchase. It does not cover downgraded or discounted purchase. Labor costs incurred for whatever purpose are excluded and not covered by this warranty. All warranties run from the date of retail purchase for the applicable period described in this guide.

### Duty and Responsibility of Installer and Homeowner

Floor planks in cartons are not considered as complete and usable floor. In most cases, several cartons of floor planks collectively constitute a complete and usable floor after they are installed properly by a professional flooring installer.

Though the manufacturer conducts meticulous quality tests to ensure the floor planks comply with the established criteria, installer and homeowner must use discretion when choosing planks, omit certain planks, place them in a less visible area, or cut those with serious defects as needed, regardless of their origin. If installer have doubts about the grade and finish or manufacturing quality and can neither place the planks in a less visible area nor eliminate the imperfection, they should not install them.

**Floor planks that have been installed are considered having been accepted by the installer and homeowner.** The manufacturer will decline any responsibility for failure to strictly follow all installation instructions and recommendations and/or the use of improper materials and tools.

### Industrial Norm

Floor plank is made of natural material, certain imperfection may or may not exist. Your purchase is subject to rigorous quality standards and complies with current industry standards, which stipulate an accepted imperfection rate within 5% of the floor planks. This includes natural imperfections as well as manufacturing and grade selection defects.

**Only products with a defect rate above the acceptable 5% level will be replaced. Warranty will not be applicable for cases of careless installation of product or the poor judgment of installers.**

### Structural and Finish Warranty

Floor planks are designed to beautify space, they are not intended for structure support or strength bearing condition. The manufacturer warranties that Flooring wear layer will not delaminate and finish will not wear-through in

- 50 years under normal residential traffic for Solid Format (10 years for light commercial),
- 35 years under normal residential traffic for Multi-Layer Engineered (7 years for light commercial),
- 15 years under normal residential traffic for HDF Core Engineered (3 years for light commercial).

This applies to structural manufacturing defects in lamination when used under normal residential traffic conditions. Proper job site pre-inspection, installation and maintenance procedures must be followed. Adhesion breakdown caused by moisture damage and/or water damage is not covered under this warranty. Flooring plank, being a natural product, will constantly expand and contract over time. Properly installed floors may consequently experience some separation between planks; separation of planks is not covered under this warranty. This limited warranty extends only to the original purchaser(s) of this product for as long as they own their home and is not transferable.

### Warranty Disclaimers and Exclusions

Wood is a natural material, variation of color and woodgrain is a natural characteristic of wood. These variations are natural due to species, age, character of wood and exposure to sunlight. All these naturally occurring characteristics of wood such as grain, color, mineral streaks and knots are not considered defects.

Adhesion breakdown or dimensional changes caused by moisture damage and/or water damage is not covered under this warranty.

New and replacement planks may not match display samples or existing flooring. Matching of flooring to other wood products such as cabinets, stair railings and moldings is the responsibility of the purchaser. Normal exposure to sunlight will result in changes in shades and colors. Variation of shades between covered and uncovered areas is common. This is not a product defect.

Gapping is not claimable under this warranty agreement. Gapping is caused by change of ambient condition. Wood is a natural product and will expand and shrink with change of ambient condition.

Rubber-backed rugs may cause finish discoloration.

Gloss reduction is common due to various reasons, including surface wear. Blurring in finish and reflection of images on the finish surface could occur and will be especially visible on darker stained flooring finish.

Wood flooring is not intended for structure support, squeaking from the floor plank due to rubbing between planks is due to weak support of subfloor or improper support from the subfloor. Squeaking on Locking Floor planks especially on floating installation is common due to high humidity or extreme changes in site environment. This is not considered as manufacturing defect and is not covered by this warranty.

Flooring must be properly maintained in accordance with the enclosed maintenance instructions. Any wear-through warranty must not have occurred as a result of improper maintenance, refinishing or accidents, such as damages caused by scratching, impacting or cutting.

Flooring must only be used indoors. Premises where windows and/or doors that are not installed are not considered indoor space. This warranty will not apply if the flooring is used in any outdoor applications.

Any attempt to repair flooring will void this warranty.

This warranty excludes indentations, scratches, stains or damages caused by negligence, fire, water, moisture, excessive heat or excessive dryness, erosion, pebbles, sand or other abrasives, pets, insects, high heeled shoes, weather conditions or natural disasters, color variations, naturally occurring material characteristics, failure to follow the written installation and maintenance instructions, improper maintenance, insufficient protection, misuse or improper alterations of the original manufacturer's product.

This warranty does not cover natural product expansion and contraction through time resulting in separation between planks or damage due to exposure to excessive low or high humidity for a long period of time.

## **Claim Procedure**

All claims shall be reviewed on whether the finding should be justified to be conducted by an independent flooring inspector. If the defect is due to other factors, a written reply shall be issued to the claimer together with reasons.

Should a third party inspector be required, the claimer will be required to make a payment for the inspection. The payment will be determined by the company of the independent inspector. The inspector will perform an on-site inspection and will provide a full report to both parties. The inspector must be licensed, and certified in wood flooring inspection.

Should the report not be justified for claim, the case will be considered dissolved and the claimer will have to bear the cost of the inspection. If justification is claimable, the manufacturer will provide suggestion to claimer to reach an agreement for reimbursement and settlement.

Any and all representatives, promises, warranties or statements by agents, installers, retailers, distributor or employees that differ in any manner from this terms of limited warranty shall be void and in no force unless in written form and signed by a duly authorized party.

### **Limitations on Liability**

Consumer exclusive remedy and manufacturer's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to the repair or replacement of the defective goods for the affected area only which are proven to manufacturer's satisfaction to be defective in manufacture or the refund of the applicable purchase price. In no event and for no cause whatsoever, including any breach or default by manufacturer, shall manufacturer have any other liability (including without limitation incidental or consequential damages) or any monetary liability to consumer in excess of the contract price or prices of the pertinent products in question.