

TIMELESS WOOD FLOORS

www.timelesswoodfloors.ca

ENGINEERED WOOD FLOORING RESIDENTIAL LIMITED WARRANTY COVERAGE

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

25 YEAR FINISH and WEAR WARRANTY

Manufacturer warrants to the original purchaser that its finish surface layer will not wear through, peel off or delaminate for a period of Twenty-Five (25) years from the date of purchase under normal and ordinary residential use.

LIFETIME STRUCTURAL INTEGRITY WARRANTY

Manufacturer warrants its products in their original manufactured condition to be free from manufacturing and workmanship

Defects including milling, and grading. (Within the industry standard tolerance of 5%) These warranties, which begin from the date of purchase, apply only to products used in indoor dry residential applications 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. 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.

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 appearance related claims such as grade or colour once the products are installed. 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 or replace the defective product at the manufacturer's option.
- Refund the full purchase price of the defective product

THIS WARRANTY IS EXCLUSIVE OF ANY DAMAGE OR PROGRESSIVE DAMAGE OF INSTALLATION. THE ABOVE DESCRIBED REMEDY IS THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIM UNDER THIS LIMITED WARRANTY.

CONDITIONS:

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

- At all times between purchase and installation the flooring must be properly stored according to installation instructions.
- Interior Residential Construction Only
- The flooring must be installed according to the recommended installation instructions and material and relative humidity in the area of use must be within a normal range of 25-60% if installed over non-radiant heat subfloors. If you have radiant heat subfloors humidity must be maintained between 30-60%. The minimum humidity level for the Costa Collection is 35%.
- This limited warranty applies only where the affected area of the flooring is visible and covers an area greater than 10% of the room. A description of the problem and/or a photograph/sample that clearly shows the warranty problem must be presented.
- The covered person must provide valid proof of purchase 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.
- 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.
- Manufacturer reserves the right to have a manufacturer's designated representative or firm inspect and take samples of the hardwood floor for analysis.
- Manufacturer must be given 60 days following notice to inspect the product to confirm any failure.

- Inspections of the hardwood floors must be performed in accordance with industry standards from a standing position with normal lighting and no glare.
- 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 engineered 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 colour or other variations will occur. Manufacturer does not guarantee against natural variations, or the normal difference between colour samples or photographs and colours of installed floors.
- Squeaking and Cracking of the Hardwood by any cause other than mis-manufacturing is not considered a defect.
- Expansion and contraction of the Hardwood due to seasonal changes in climate shall not be considered defects.
- Natural Colour changes due to full or partial exposure to sunlight and weather. Maple, Pine, Cherry and Brazilian Cherry may darken due to light exposure over time. This is a natural occurrence and is not covered by this warranty
- Indentation, scratches or damage caused by negligence, water moistures and saturation, insects, animals, 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 subfloor moisture.
- Excessive or inadequate humidity in the area. Relative humidity in the area of use must be within a normal range of 25-60% if installed over non-radiant heat subfloors. If you have radiant heat subfloors humidity must be maintained between 30-60%. The minimum humidity level for the Costa Collection is 35%.
- Stains as a result of chemical or industrial products 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
- Misuse or abuse
- Improper alterations of original manufactured product. Alterations or repairs to the manufacturer's original product will void any and all warranties. This includes cutting, sanding, top coating, re-coating or attempted re-finishing of the factory-applied finish.
- Gloss Reduction is not considered surface wear • Freight costs or expenses.
- Failure due to structural changes in the subfloor, settling of the building or uneven subfloor that has not been adequately levelled.
- Accidents abuse or misuse. Warranty will be made void if man-made or natural disasters including leaking or broken plumbing, fire, flood, earthquake, or standing water occur during or after installation.

WARRANTY DISCLAIMERS

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THEIR FLOORING. MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL, SPECIAL CONSEQUENTIAL COSTS, EXPENSES, 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.

For any questions related to Timeless Wood Flooring products, installation or warranty please contact the distributor or dealer where your Timeless floor was purchased.