

# The Hardwood Company Limited One Year Residential Installation Warranty

## WHO'S COVERED

The original purchaser of the installation services is covered by this warranty. This warranty is not transferable.

## LENGTH OF COVERAGE

This limited warranty is valid from the date of substantial completion of installation up to one (1) year for normal residential foot traffic.

## WHAT'S COVERED

The installation is warranted that it was installed pursuant to industry standards and manufacturer's installation instructions.

## WHAT'S NOT COVERED

**Moisture (or Lack of Moisture):** Damages caused by moisture (such as leaking pipes, spills, wet mopping, pets, failure to properly maintain relative humidity or temperature, subfloor moisture, etc.) are excluded. Moisture (and dryness) can cause issues such as cupping, crowning, warping, buckling, peeling, twisting, or gapping.

**Other Site and Environmental Conditions:** Defects or damages resulting from extreme indoor conditions (such as extreme heat, radiant heat, or exposure to sand); foundation issues such as settling; indentations and scratches (caused by pets, furniture, appliances, tools, heels, toys, etc.); improper maintenance and accidents; failure to follow instructions provided by Installation Provider or manufacturer, misuse and abuse; and any wear that conflicts with the care instructions on [www.thehardwoodcompany.com](http://www.thehardwoodcompany.com) are not covered. Alterations or repairs performed by someone other than the Installation Provider or use of materials not provided by The Hardwood Company are not covered.

**Special and unconventional installations:** Installations and/or installation methods performed at your request against the advice of The Hardwood Company are not covered.

**Damages not promptly reported:** Damages to personal property and dissatisfaction with craftsmanship must be reported within three (3) days of completion of installation and if not timely immediately, are waived.

**Natural Wood Characteristics:** Wood flooring is a natural product. It may change as a result of the conditions to which it is exposed including seasonal and environmental factors. Seasonal gapping due to the wood's expansion and contraction in heating and non-heating seasons may occur. Color changes due to aging or exposure to UV/sunlight may also occur. In addition, natural wood variations from board to board, like differences in grain, color, tone and knots, may exist. Issues relating to these natural wood characteristics are not covered under this warranty.

**Color and Shade Variations:** New or replacement flooring may not always match samples, printed color photography (including websites and catalogs), existing flooring or other wood products (such as cabinets, stair railings, trim and moldings) due to natural variations that occur by species, age, growing conditions, exposure to UV/sunlight and other factors. Consequently, these variations should be expected.

**Special, Indirect or Consequential Damages:** Losses, damages or expenses relating to anything other than the floor itself are not covered. For example, personal damages/costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, kennel costs for pets, etc., are not covered. The cost of the removal or replacement of appliances is not covered.

## HOW TO MAINTAIN YOUR WARRANTY

**Follow the Pre-Installation Requirements and Care Instructions:** Your installation area must be between 60° to 80° Fahrenheit with a relative humidity between 30% and 50%, for at least five days prior to delivery and throughout the life of your floor to ensure optimum performance. Care instructions can also be found on The Hardwood Company website. You must comply with all applicable environmental and building codes, regulations and laws.

**Inspect All Boards for Visible Defects:** If quality issues are suspected before or during installation, immediately contact the store where your floor was purchased or call us at 1-828-396-1556.

#### **WHAT WE WILL DO**

If any portion of your installation should fail with respect to this warranty, we will repair the improperly installed portion. Repair is the sole remedy under this warranty. The repair will be performed by the original Installation Provider, if possible, and during regular business hours. There is no guarantee that the same or a similar product to the original flooring will be available at the time the repairs are made. You agree to accept a reasonable replacement product or substitute Installation Provider, if either may become necessary. If additional materials are required, you shall provide them. We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring and installation location.

AS HIGHLIGHTED IN THE "WHAT'S NOT COVERED" SECTION, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FURTHER, UNDER NO CIRCUMSTANCES WILL OUR LIABILITY ARISING OUT OF OR RELATING TO THE INSTALLATION OF YOUR FLOORING EXCEED THE TOTAL SUM PAID BY YOU FOR THE INSTALLATION SERVICES AT ISSUE.

#### **HOW TO FILE A WARRANTY CLAIM**

Call us at 1-828-396-1556, or email via the "contact us" link at [www.thehardwoodcompany.com](http://www.thehardwoodcompany.com). Claims must be submitted within ninety (90) days of the date that the problem with the floor is first discovered.

#### **YOUR RIGHTS**

The terms above represent the sole and exclusive warranty with regard to your installation services. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. We maintain the exclusive right to alter the obligations and limitations of this warranty.