

# LIMITED RESIDENTIAL WARRANTY TERMS AND CONDITIONS

## TUCSON ENGINEERED HARDWOOD FLOORING

**WHO'S COVERED:** As the original purchaser of your floor, you are covered by this warranty. This warranty is not transferrable.

**LENGTH OF COVERAGE:** This limited lifetime residential warranty is valid from the date of purchase of the flooring. Lifetime is defined as the lifetime of the purchaser for as long as he or she owns the flooring.

### WHAT'S COVERED:

Tucson flooring is warranted against finish wear from normal household conditions resulting in the exposure of the bare wood.

### WHAT'S NOT COVERED:

**Moisture (or Lack of Moisture):** Damages caused by moisture (such as leaking pipes, spills, wet mopping, pets, relative humidity, subfloor moisture etc.) are excluded. Moisture (and dryness) can cause issues such as checks, cupping, crowning, warping, buckling, peeling, twisting, seam swelling or gapping. In addition, moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity, can affect flooring and subflooring over time and moisture can be trapped below the flooring and/or underlayment and create mildew or mold. Damage from such conditions, including to the floor and subfloor, is not covered under this warranty.

**Other Site and Environmental Conditions:** Defects or damages resulting from site conditions (such as extreme heat, radiant heat, or exposure to sand); indentations and scratches (caused by pets, furniture, appliances, tools, heels, toys, etc.); improper maintenance and accidents; misuse and abuse; and any wear that conflicts with the care instructions are not covered.

**Gloss reduction:** Fading or loss of gloss (or glaze) is not finish wear and not a product defect.

**Within the waste factor:** Defects in flooring that do not exceed the waste factor are not covered under this warranty. Consequently, it is recommended that you add the applicable percentage to your total square footage when ordering your floor.

**Other finishes:** This warranty covers the factory applied finish. Applying another finish and/or sanding (such as in preparation for another finish) may damage the factory applied finish and voids the warranty against finish wear.

**Improper Installation:** Damages caused by any installation (regardless of the source of the installation advice) which conflicts with the applicable product installation instructions provided by the floor industry standards of the NWFA, TCNA or NALFA (when applicable) are excluded from this warranty. For example, damage caused by sub-surface, sub-flooring and jobsite environmental deficiencies; improper transportation, acclimation and storage; damage, and bumps or surface dimples created by nailing machines or staples are not covered.

**Non-Traditional Installations:** For example, intricate patterns, installations on walls or ceilings, exterior use, and usages for purposes other than flooring (like furniture or countertops) void this warranty.

**Boards Installed with Visible Defects:** If you see any board with defects, DO NOT install it. This includes visible manufacturing, natural or other defects.

**Natural Characteristics:** Wood is a natural product.. They may change as a result of the conditions to which they are exposed including seasonal and environmental factors. Seasonal gapping due to 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 variations from board to board, like differences in grain, color, tone, and knots, may exist. Issues relating to these natural 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, among other things, natural variations that

occur in species, age, growing conditions, exposure to UV/sunlight and other factors. Consequently, these variations should be expected. Shade variations are an inherent trait of porcelain and ceramic tiles. Inspect product before installation. Claims for color and shade variation will not be accepted after the product is installed.

**Odd Lots & Third-Party Purchases:** An odd lot is flooring that is discounted because it did not pass our rigorous inspection process and is not covered under this warranty.

**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. Further, costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Countertops, cabinets, built-in appliances or other fixtures should not be installed on top of your floor and the cost of the removal or replacement of these items is not covered.

**Radiant Heat:** Any flooring installed over radiant heat that is not installed according to the radiant heat manufacturer guidelines, product installation instructions and NWFA, NALFA, or TCNA installation standards, as applicable, are not covered by this warranty.

## HOW TO MAINTAIN YOUR WARRANTY:

**Follow the Pre-Installation Requirements:** Prior to installing a single board or tile, you or the installer must determine that the job-site environment and the sub-surfaces meet or exceed applicable industry and product standards. The applicable installation instructions discuss these standards, which include the following:

- You must comply with all applicable environmental and building codes, regulations and laws.
- Your installation area and subfloor must be dry, stiff and flat within industry standards. Also, use a moisture barrier according to the installation instructions and acclimate your flooring to the area where it is being installed. For all wood based floors, once acclimated and before work begins, measure the moisture content of wood flooring and subfloor with a moisture meter and document it. The moisture levels between the wood based flooring and the subfloor must be 4% or less for flooring that is up to 2.25" wide and 2% or less for flooring that is over 2.25" wide.
- Your installation area must be between 60 to 80 Fahrenheit with a relative humidity of 30% and 50% for at least five days prior to delivery and remain at such levels throughout the life of your floor to ensure optimum performance.

**Follow the Installation and Care Instructions:** It is your, or the installer's, duty to make sure the installation requirements are strictly followed, especially as they relate to the use of moisture barriers, installation tools such as nailers and trowels, and the evaluation of job site conditions and moisture testing.

**Inspect All Boards for Visible Defects:** Boards or tiles installed with visible defects are not covered under this warranty. Accordingly, before installation, you and the installer should examine each piece to ensure they are satisfactory. If any are unacceptable due to color, finish, milling or any other reason, it is up to you to determine to use them, hide them in areas like closets, trim off the imperfection, or not install them at all. You should plan on being present during installation to ensure that all required procedures are completed and boards or tiles with visible defects are not installed. It is important to inspect individual boards and to frequently step back to observe the "whole picture" before installation is completed.

If quality issues are suspected before or during installation immediately contact the store where your floor was purchased.

**Touch-ups During Installation:** Use of stain filler or putty stick for touch-up is considered normal practice.

**WHAT WE WILL DO:** If any portion of your floor should fail with respect to this warranty, we will provide a store credit for the purchase price paid for the defective portion of the flooring (excluding any installation costs and labor) in excess of the applicable waste factor mentioned in "What's Covered." A store credit is the sole remedy under this warranty and can be used for store product purchases only. There is no guarantee that the same or a similar product to the original flooring will be available at the time a store credit is issued or redeemed.

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.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. FURTHER, UNDER NO CIRCUMSTANCES WILL OUR LIABILITY ARISING OUT OF OR RELATING TO THE PURCHASE OF YOUR FLOORING EXCEED THE TOTAL SUM PAID BY YOU FOR

THE FLOORING AT ISSUE, Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**YOUR RIGHTS:** The terms above represent the sole and exclusive warranty with regard to your flooring. WE DISCLAIM ALL OTHER WARRANTIES, 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 or Province to Province. We maintain the exclusive right to alter the obligations and limitations of this warranty.

