



## WARRANTIES

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FOR

SIGNATURE AUSTRALIAN RANGE  
HAMPTON RANGE  
SIGNATURE OAK RANGE  
SAWMILL SERIES: BLACK ROCK LUMBER CO.  
COSWICK  
GREENSHOOT PREMO



UPDATED AS OF 8<sup>TH</sup> AUGUST 2018

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# 1 WARRANTY

## 1.1 RESIDENTIAL

- This Warranty excludes impact damage or wear from furniture, seating or fixtures on casters, or equipment used without proper protection. This Warranty excludes indentations, scratches or surface damage caused by lack of proper maintenance, misuse, negligence, man-made or natural disasters, spiked heel shoes, pet claws, toys, tools, water, erosion, pebbles, sand and other abrasives. No warranties apply to product designated as 'B' grade, thrift, antique, bargain, economy, or cabin grade, or non-standard items which are sold "as-is". This Warranty does not cover flooring that has been installed with obvious visual defects or gapping of planks.
- Over time, normal exposure to sunlight will bring about changes in the shading of any hardwood floor; these changes may vary in areas of the floor that are blocked from sunlight, such as under area rugs. This is not a product defect. Natural wood characteristics, such as grain variations, small knots, etc. are normal characteristics and are not considered defects. This Warranty does not cover the normal difference between colour samples or photographs and the colours of the installed floors. Gloss reduction is not considered wear.
- Any damage that occur during shipping is the responsibility of the shipping company.
- Some WOODPECKER FLOORING products are not warranted for installation over radiant in-floor heating systems.
- Damage or defects in the flooring caused by or resulting from installation failures, including sub surface, sub-flooring, or job site environmental deficiencies, are not warranted. Any claims under this Warranty must be made in writing, within 30 days after the condition has been detected. If WOODPECKER FLOORING accepts a claim under this Warranty, it will repair or replace, at its option, the affected flooring material. If the flooring product for which the claim is being made is no longer available, WOODPECKER FLOORING will replace the affected flooring material with a product of WOODPECKER FLOORING choosing of equal or greater value. If after a reasonable number of attempts, in WOODPECKER FLOORING sole discretion, WOODPECKER FLOORING is unable to correct the defect covered under this warranty, WOODPECKER FLOORING will refund, if requested, the purchase price for the portion of the floor that fails. Replacement flooring is not warranted to match in colour, grain and gloss with the existing floor. WOODPECKER FLOORING reserves the right to have a designated representative inspect the floor and remove samples for evaluation of the claim.
- This Warranty is limited to a one time repair or replacement of the defective material and shall be the buyer's exclusive remedy. Labour costs for installation, removal, or reinstallation are NOT included. This Warranty does not cover replacement of cabinets, appliances, furniture or other fixtures or objects. UNDER THE TERMS OF THIS LIMITED WARRANTIES, WOODPECKER FLOORING WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, AND WOODPECKER FLOORING SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE, INCLUDING, WITHOUT LIMITATION, ANY "CHEMICAL SENSITIVITY" REACTIONS TO OFF GASSING FROM WOODPECKER FLOORING PRODUCTS. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE, EXISTING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## 1.2 COMMERCIAL

This Limited Commercial Warranty ("Warranty") applies to all WOODPECKER FLOORING pre finished flooring, except as otherwise expressly set forth herein. This Warranty only covers floors shipped from WOODPECKER FLOORING after 1st June, 2014. Flooring shipped from WOODPECKER FLOORING before this date is covered by our previous warranty and installation instructions. WOODPECKER FLOORING warrants that, when the purchaser and installer follow the recommended installation (e.g., sub floor preparation, acclimation, use of adhesives, etc.) and preventative and regular maintenance instructions set forth on WOODPECKER FLOORING website, its pre finished flooring products:

- Are free from defects in lamination, milling and assembly and will remain free from these defects for ten years.
- Will remain structurally sound under normal conditions as defined herein.
- Are protected by a factory finish that will not wear through for five years from the date of purchase (not valid for unfinished or oil finished products).

This Warranty is made subject to the following conditions:

- Applications subject to this Warranty include Commercial uses such as professional offices and retail boutiques where an interior mall environment assures that footwear is clean, free of abrasive or moisture laden particles and is otherwise representative of normal interior residential footwear. WOODPECKER FLOORING will determine, in its sole discretion, whether the flooring use constitutes a residential or commercial application. The Warranty expressly permits high foot traffic counts, subject to the use of normal interior residential footwear and traffic patterns. WOODPECKER FLOORING defines "Commercial" as use in an interior environment that requires customer/client footwear normally envisioned in a well-cared for residential living environment. The environment requires a "walk off" area that isolates the wood floor from direct outdoor entry and ensures proper area and surface material necessary to remove unreasonable amounts of moisture and abrasives from footwear before coming in contact with the wood floor (i.e., in an interior entrance to a shopping mall, an exterior entrance with a large floor mat). Failure to provide a "walk-off" area will void all warranties. In Commercial applications, normal maintenance is considered to be daily vacuum, dust mopping or light damp mopping to remove obvious visual dirt, abrasive substances or foreign particles. Additionally, depending on overall traffic, it is recommended that an approved dress coat be applied at least twice a year.
- This Warranty is not transferable; it extends only to the original purchaser and the original installation site. For a warranty claim to be considered, the original purchaser must present WOODPECKER FLOORING with a valid proof of purchase in the form of a sales receipt or other documents which establish proof and date of purchase. All warranties run from the date of purchase. Installation must be according to recommended procedures and conditions found in WOODPECKER FLOORING most current Installation Instructions for the specific product.
- Room temperatures below 10°C. or above 27°C, or relative humidity below 30% or above 60% will VOID all warranties. These acceptable temperatures and relative humidity ranges apply not

only to the storage of the product prior to installation and the conditions during installation, but also to the year-round environment of the floor.

- Maintenance must be according to recommended instructions found in WOODPECKER FLOORING Installation Instructions and Cleaning & Maintenance guidelines. Floor must not be exposed to extreme heat, dryness, moisture, water saturation (including wet mopping), and other sources of extreme moisture or changes in moisture. Alteration or repair that is not authorized by WOODPECKER FLOORING will void the Warranty.
- This Warranty excludes impact damage or wear from furniture, seating or fixtures on casters, or equipment used without proper protection. This Warranty excludes indentations, scratches or surface damage caused by lack of proper maintenance, misuse, negligence, man-made or natural disasters, spiked heel shoes, pet claws, toys, tools, water, erosion, pebbles, sand and other abrasives. No warranties apply to product designated as 'B' grade, thrift, antique, bargain, economy, or cabin grade, or nonstandard items which are sold "as-is".
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