



## RESIDENTIAL HARDWOOD WARRANTIES

### *Limited Warranties for Prefinished Solid, Engineered and Longstrip Floors*

#### Manufacturing Defects

Columbia Flooring\* ("Columbia Flooring") hereby warrants to the original buyer ("Buyer") the Columbia Flooring prefinished solid, engineered and longstrip hardwood floors ("Columbia Wood Floors") to be free from manufacturing defects for as long as Buyer owns the home. A defect is defined as a shortfall in the product to perform to Columbia Flooring specifications in product literature, within industry-allowable tolerance as set forth in standard, national industry protocols. Hardwood is a natural product and may have naturally occurring variations in grain and color, mineral streaks and knots. The owner/installer of a Columbia Wood Floor must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes prior to installation. Owner/Installer has up to 30 days from the time of installation and a visual defect is spotted to file a claim. **THIS LIMITED EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.**

#### Implied Warranty of Fitness for a Particular Purpose

Mohawk provides detailed information in its product literature regarding appropriate tile and stone applications. Failure to comply with recommended applications voids this warranty. There are no warranties extended beyond the description on the face hereof.

#### Implied Warranties Limited in Duration and Scope

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

#### Finish Warranty

Columbia Flooring hereby warrants to the Buyer that the factory applied finish of the Columbia Wood Floor will not wear through or will not lack finish adhesion as a result of normal use. See product sample or your retailer for duration of this warranty on specific products. Diminished gloss is not considered wear through of the finish. In the event the finish wears through or releases from the Columbia Wood Floor, Columbia Flooring will, at its option, repair or replace the affected planks or area. This Limited Lifetime Residential Warranty is pro rata. A pro rata warranty is one that provides a refund or credit and decreases according to a set formula as the warranty period progresses. The original warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a percentage of ownership per year based upon the warranty period. The Limited Lifetime Residential Warranty is prorated over 33 years. Any services that are provided as part of this warranty do not extend the warranty period. This limited residential warranty does not apply to Cabin grade or other downgraded or discontinued Columbia Flooring Hardwood floors and any such product(s) that are sold "as is". Any and all representations, promises, warranties or statements by Columbia Flooring or its agents that differs in this manner from the terms of this limited warranty shall be of no force or effect unless in writing and signed by a duly authorized officer of Columbia Flooring. If there is a conflict between these

general terms and conditions and the terms and conditions of the warranties as specified, the terms and conditions of the warranties specified shall control.

This warranty is conditioned upon Columbia Flooring's receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period and evidence that the Columbia Wood Floor is not subject to any of the limitations described below.

### ***Additional warranties exclusively for Prefinished Engineered and Longstrip Floors:***

#### **Structure Warranty**

Columbia Flooring hereby warrants to the Buyer of Columbia Flooring engineered and longstrip wood flooring products that, under normal use, the plies will not separate for as long as the Buyer owns the home. Columbia Flooring will, at its option, repair or replace any defective planks at no cost to the Buyer.

#### **Moisture Warranty**

Columbia Flooring hereby warrants to the Buyer of Columbia Flooring engineered and longstrip wood flooring products against moisture damage due to topical spills or subfloor moisture for as long as the Buyer owns the home. Topical spills of normal household substances (food and beverage) must be removed promptly. Topical spills allowed to remain on the floor for any considerable time will damage the Columbia Wood Floor and void this warranty. Flooding, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not topical spills and are not covered by this warranty.

Columbia Flooring engineered or longstrip wood products may be installed on, above or below grade on all common subfloors and are warranted against subfloor moisture if the following conditions are met:

- Written verification that the concrete subfloor has moisture of no more than 3 lbs./1000 square feet/24 hours using a calcium chloride test; or Written verification that the concrete subfloor has an acceptable reading using an electronic concrete moisture meter; or
- Written verification that the wood subfloors have a moisture reading of less than 13% using an electronic wood moisture meter; and
- Columbia Wood Flooring Adhesive is used. It is important that you keep your original sales receipt showing Columbia Wood Flooring Adhesive was installed.

If the floor fails due to the incursion of moisture from the subfloor, Columbia Flooring will replace the damaged material at no cost to the Buyer for one time only, provided that testing approved by Columbia Flooring indicates that moisture penetrated the subfloor. This includes material only. Labor is excluded from this warranty and labor costs must be incurred by the Buyer. Please note that this applies to engineered and longstrip wood only. Solid wood products are not approved for direct glue applications and are not covered by this warranty.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided for others.

#### **Jobsite Conditions**

Columbia Flooring recommends that all Columbia Wood Floor be acclimated a minimum of at least 72 hours before installation. The purpose of acclimation is to allow the moisture content of the wood to adjust to "normal living conditions" at the site. These are the temperature and humidity conditions that will typically be experienced once the structure is occupied.

Engineered: The room temperature must be within a range of 60 – 80° F, with relative humidity in a range of 35 – 55%. Concrete subfloor moisture must not exceed 3lb per 1000 square feet per 24 hours (ASTM 1869 or ASTM F2170-02). These environmental conditions are specified as pre-installation requirements and should be maintained for the life of the product. Environmental conditions consistently outside of these parameters could result in product performance problems that would not be covered under these warranties.

Solid: The room temperature must be within a range of 60 – 80° F, with relative humidity in a range of 35 – 55%. The subfloor and flooring should be tested with an appropriate moisture meter. The subfloor moisture level must not exceed 12%. The difference between the moisture content of the wood subfloor and the solid hardwood flooring must not exceed 4% for products less than 3" wide. For solid hardwood products equal to or greater than 3" wide, the moisture content of the wood subfloor and hardwood floor should not differ more than 3%. Solid wood is not suitable for application over a concrete subfloor. Environmental conditions consistently outside of these parameters could result in product performance problems that would not be covered under these warranties.

### **Limitations on Liability**

In the event Columbia Flooring determines that one or more of the above warranties apply to a claim by Buyer, Buyer's exclusive remedy and Columbia Flooring's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair or replacement of the defective Columbia Wood Floor for the affected area only, or (2) the refund of the applicable purchase price. Columbia Flooring HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Columbia Flooring HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE Columbia Wood Floor. Columbia Flooring EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. This warranty does not cover finish defects unless the square footage of such defective flooring exceeds 10% of the total square footage of your purchased flooring. If Columbia Flooring shall elect to repair or replace the Columbia Wood Floor which has proven defective, then Columbia Flooring will supply a new Columbia Wood Floor of the same color and grade, if available. If such Columbia Wood Floor is unavailable or discontinued, Columbia Flooring reserves the right to supply a Columbia Wood Floor of similar value and appearance. Warranty coverage is limited to a one-time floor replacement.

These limited warranties do not apply to Cabin grade or other downgraded or discontinued Columbia Wood Floors and any such product(s) are sold "as is". Any and all representations, promises, warranties or statements by Columbia Flooring or its agents that differ in any manner from the terms of these limited warranties shall be of no force or effect unless in writing, signed by a duly authorized officer of Columbia Flooring.

### ***Any of the following shall void and invalidate the above limited warranties:***

**Visible Defects** -- Boards with visible defects must not be installed. Visible defects are those defects which are apparent on the face of the flooring. Boards with visible defects must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation. A product deformity that is not measurable or that is visible only under certain light or from certain angles is not considered a defect and therefore not covered under the warranty. Also note that you and your installer have a responsibility to inspect the flooring prior to install. We accept no responsibility for liabilities, claims, or expenses, including labor cost, where flooring with visible defects have been installed.

**Building Settling or Uneven Subfloor** -- Building settling or uneven subfloors are considered to be part of the pre-installation inspection process. Do not install the Columbia Wood Floor if these situations exist. Columbia Flooring's limited warranties do not cover damage or defects caused by settling or uneven subfloors.

**Improper Installation** -- Columbia Wood Floors must be installed in strict accordance with Columbia Flooring's written installation instructions. Improper installation done in a way that is contrary to Columbia Flooring's written installation instructions can cause problems with a Columbia Wood Floor. Columbia Flooring's limited warranties do not cover damage or defects caused by improper installation.

**Improper Maintenance or Inadequate Care** -- Your Columbia Flooring floor requires maintenance. Columbia Wood Floors must be maintained in accordance with Columbia Flooring's written maintenance instructions. These limited warranties do not cover damage or defects caused by improper maintenance or inadequate care. DO NOT use steam cleaners, spray cleaners or any device that sprays liquids directly on the floor.

**Refinishing** -- While the factory finish of the Columbia Wood Floor may be refinished, doing so will void the Finish warranty.

**Accidents, Abuse or Abnormal Wear** -- Columbia Flooring does not warrant for damage or defects resulting from accidents, abuses, or abnormal usage which stain or scratch the finish, diminish gloss, or indent the surface of the Columbia Wood Floor. Columbia Flooring's limited warranties also do not cover damage or defects caused by heavy or concentrated foot traffic, damage by pet claws (nails), or failure to protect the Columbia Wood Floor from sand, gravel or other abrasives by use of walk off mats.

**Indentations from High Heels on Shoes** -- A high heel can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8", and walking on any wood surface with high heels is considered an abusive situation. Columbia Flooring's limited warranties do not cover damage or defects caused by high heels, shoes in need of repair, or golf cleats.

**Problems with Moisture or Dryness** -- Columbia Flooring's limited warranties do not cover damage or defects caused by wetting or the presence of excessive moisture, or by conditions which are too dry. Flooding, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not covered by this warranty. See Columbia Flooring's written installation instructions for more details.

**Excessive Lighting** -- Columbia Flooring's limited warranties do not cover damage or defects, including, but not limited to, color change caused by excessive sunlight or intense lighting. Excessive sunlight or intense lighting can cause color changes in the finished product. Window treatments will usually provide adequate protection against excessive sunlight or intense lighting. Additionally, due to the effects of excessive sunlight or intense lighting, new and/or replacement Columbia Wood Floors may not match display samples and/or existing flooring.

**Difference from Samples** -- Columbia Flooring's limited warranties do not cover the differences that can be seen between color samples and color of installed floors. Please approve the color of the actual Columbia Wood Floor prior to installation.

**Radiant Heating** -- Solid hardwood is not warranted for use with radiant heating systems. Engineered hardwoods may be used with radiant heating systems provided they are installed in compliance with the Columbia Flooring's written installation instructions.

**Transferability** -- These warranties apply only to the original Buyer and to the Columbia Wood Floor in its original installation. These warranties are not transferable.



**Your Obligation to Columbia Flooring** -- As the Buyer of our Columbia Wood Floor, you agree to follow all installation, care and maintenance directions as related to the Columbia Wood Floor. You also agree to allow Columbia Flooring an opportunity to repair any claimed defects. Columbia Flooring must be given the opportunity to inspect the flooring installation prior to any removal or repair that will be submitted for warranty coverage. The original proof of purchase must be supplied along with a warranty claim submission.

\*Mohawk Carpet Distribution, L.P., and successors or assigns