

## **Limited Residential Warranty for Engineered and Solid Hardwood Flooring**

Congratulations on purchasing Palmetto Road Hardwood Flooring. All Palmetto Road Hardwood Flooring is manufactured under the strictest quality controls. We hope you will enjoy your new floor in your home.

The Manufacturer is pleased to offer you the following Residential Warranty Program on all Palmetto Road Hardwood Flooring products installed following recommended installation guidelines and complying with floor maintenance procedures and specific environmental conditions within your home. Temperature should be maintained between 60-75 degrees and relative humidity between 30%-50%.

This residential warranty is extended to the original purchaser of the Palmetto Road Hardwood Flooring. It applies strictly to residential environments. This warranty is not transferable to subsequent owners.

### **Pre-Installation Warranty**

Palmetto Road Hardwood Flooring is manufactured to the highest quality standards. However, it is the responsibility of the owner and installer to inspect each plank for quality, color, and finish before installation. This warranty does not cover materials with visible defects once they are installed. Please immediately contact your retailer if you are not satisfied with the planks before cutting it. Since wood is a product of nature, standard industry practice allows for up to 5% flooring shipped to have milling, handling, finish and/or grade defects. This warranty applies only to material that is excess of this 5%. The Manufacturer will replace or refund the purchase price of material deemed to be defective in excess of this 5%.

### **Product Variance from Sample**

There is always some variance in wood tones due to the natural characteristics of hardwood. Samples which have been subjected to excessive light may be slightly different or have aged over time may not be representative of the product as it is now being produced. This is not considered a manufacturing defect. No claim will be accepted for installed material due to sample and product color difference. Any material returned for deviation from sample color must be in new unopened cartons (one carton may be opened for comparison, but it must be properly repackaged). Our products are handcrafted and because of this there may be some difference in scraping and/or texturing of the surface as a result of the natural characteristics of the materials used. This is not considered a manufacturing defect. You may have to pay a restocking fee if material is found to be within manufacturer's specification for color range

## **Full Lifetime Structural Warranty**

The Manufacturer offers a lifetime warranty to the original purchaser that our engineered flooring products will not delaminate, if our flooring is not exposed to excessive moisture or other environmental conditions such as low relative humidity or extreme temperature changes. Our products are not approved for outdoor use or in areas where environmental controls are not maintained.

## **50 year – Residential Finish Warranty**

The Manufacturer warrants to the original purchaser that, when maintained according to its care and maintenance recommendations, Palmetto Road Hardwood flooring will not wear through for 50 years. If there is a problem with wear through, it must exceed 10% of the surface area.

## **Radiant Heat**

Palmetto Road Hardwood Flooring engineered products are approved and warranted (floating installation, glue down, staple down) over radiant heated subfloors provided that the floors are installed in strict accordance with the installation guidelines pertaining to radiant heated subfloors: Solid wood products are not warranted.

The following guidelines must be applied throughout the life of the floor in order to reduce the affects of radiant heat on engineered wood floors. Even when these guidelines are followed it is still possible that your flooring may experience some cracks (checking) on the surface, gapping between boards, or delamination of boards. These symptoms are NOT covered by this warranty. The temperature and humidity levels described below must be maintained otherwise any warranty, express or implied, will be voided.

- To minimize the effect that rapid changes in temperature will have on the moisture content of the wood floor an outside thermostat should be installed. If one is not present, suggest to your customer that this should be considered. Unlike conventional heating systems, which switch on as needed, radiant systems work most effectively and with less trauma to the wood floor if the heating process is gradual, based on small incremental increases in relation to the outside temperature.
- Prior to installation, proper moisture testing must be performed in accordance with National Wood Flooring Association guidelines. Moisture content between substrate and wood flooring should not exceed 4% for engineered wood products.
- Flooring should be acclimated to lived in conditions of the unit and in conjunction with the table listed in Appendix B of the National Wood Flooring Association Installation Guidelines.

- Radiant heating system must be in operation and running continuously at least 6 days prior to installation.
- For glue down installations turn system off immediately prior to installation and after the flooring is installed, slowly raise the temperature to the preferred comfort level (over at least a 5 day time frame) beginning two days after installation or at the onset of colder weather conditions.
- The radiant heat system must be controlled, and the surface temperature of the flooring must never be allowed to exceed 82°F. The proper humidity level must be maintained within your home at all times during the year. Use of a humidification system may be required to maintain proper humidity levels to avoid excessive drying of the wood flooring.
- Seasonal gapping should be expected.
- Surface checking can be expected if the proper humidity level is not properly maintained at the recommended relative humidity levels (30% -50% RH) or if the floor's surface temperature exceeds 82°.
- For further information refer to Appendix H of the National Wood Flooring Association Installation Guidelines.

### **Warranty Exclusions**

- Improper storage, handling or installation of flooring.
- Splinters not caused by delamination or damage to engineered flooring caused by failure to use a tapping block during installation.
- The presence of naturally occurring cracks, splits, knotholes, mineral streaks or filler for stability.
- Any cracks or splits not a direct result of manufacturing. Low relative humidity may cause your product to check, crack or split. Additionally, high relative humidity or excessive moisture that causes cupping may also cause your product to check, crack or split. This is a site related issue and not a manufacturing defect.
- Squeaking, popping, or crackling when the flooring has been installed using the staple-down or nail-down installation method. Additionally, staple or nail pullout from the substrate is not warranted.
- Man-made or natural disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction.
- Any problems to the wood relating to sub floor moisture transmission or topical moisture due to maintenance or other moisture related issues.
- Any structural damages that are related to adhesive bonding issues to the subfloor.
- Any structural damage in a floating floor that is a result of deflection or tongue & groove adhesive failure, this also includes flaking of the finish along edges of deflection.
- Any damage to the wood flooring due to environmental conditions that do not meet the recommended temperature and relative humidity. The

recommended temperature must be maintained between 60-75 degrees and relative humidity between 30%-50%.

- Improper preparation of, or deficiencies in, the subfloor/floor joist assembly including, but not limited to, subfloor material, fasteners, patching or leveling compounds.
- Insect infestation after shipment from the factory.
- Neglect or abuse including, but not limited to, not taking proper precautions to protect furniture legs and feet with felt protectors, dirty or improper casters, moving heavy objects without a dolly and/or protective plywood beneath.
- Damage from spiked and/or damaged heels and pet claws.
- Indentations or scratches in the flooring from any source.
- Construction traffic abuse to the surface of the flooring, including sheet rock dust and other debris that may be caught in the hand scraped, wire - brushed grained areas of the flooring.
- Non-factory applied finish (by the owner or installer) including, but not limited to, refinishing, recoating or cleaning and maintenance products.
- Maintenance issues including streaking, hazing, cloudiness, oils from bare feet or other build up due to using any cleaning product. Additionally, the use of excessive moisture during cleaning or the use of steam mops may cause the edges of the finish to begin to flake off. Flaking caused by maintenance would not be covered under the terms of the warranty.
- Residue left from adhesives or solvent adhesive removers. We may make or suggest cleaning solutions, however any action or product you use is your responsibility. We do not warranty any cleaning products or suggested solutions
- Changes in color of the flooring due to external light sources including sunlight from windows and doors.
- Normal color variations and natural characteristics of real wood products discovered AFTER the flooring is installed.
- The normal wearing of the finish in high traffic areas, pivot points, and seating areas. Gloss reduction is not considered wear through, and therefore is not covered under the finish warranty.
- Any damage to the flooring surface due to application of adhesive tape for any reason.

### **What Will We Do If Any Of The Covered Events Occur?**

If any of the covered events occur within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option. In

the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule.

First two years of warranty period: labor reimbursed at 100% of reasonable and customary charges not to exceed our schedule as listed in Struxtur's Claims Procedures. Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges. No labor reimbursement after 5 years of usage.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to painting, cleaning, plumbing, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

### **Additional Terms of the Warranty**

The foregoing sets forth the Manufacturer's sole obligations and liability under the Warranty. The Warranty is an exclusive remedy and is in lieu of all other express and/or statutory warranties. The Manufacturer disclaims all warranties not expressly set for the above.

### **To File a Claim**

If you need to file a claim under this Warranty Program, you must first contact your retailer or builder within 3 months of experiencing a problem.

A written notice of claim must be filed within the warranty coverage period. Information verifying date of purchase, identity of the original purchaser, and invoices as proof of purchase will be requested. You must provide a copy of the invoice showing where and when you purchased your flooring. Homeowners who purchased a home with the flooring installed by the builder must show their product/flooring selection request from the builder. The floor must have been purchased from an authorized dealer and entirely paid for. The purchase of Palmetto Road Hardwood Flooring from an unauthorized dealer or via the internet will automatically void any manufacturer's warranty.