



## Norwood Hill Engineered Hardwood Flooring Residential Warranties

The limited warranties set forth below apply only to pre-finished D&M Engineered Hardwood Flooring products and are effective with purchases made during and after 2020. All warranties are limited to the original purchaser only.

### FINISH WARRANTY

Flooring Manufacturer warrants that the finish will not wear through to the wood, peel off, or delaminate for a period of 50 years from the date of purchase under normal and ordinary residential use and with proper maintenance and floor care.

### LIMITED LIFETIME STRUCTURAL WARRANTY

Flooring Manufacturer warrants that the products have been manufactured in compliance with the grading rules of flooring manufacturer, and will be free from manufacturing and workmanship defects including delamination (separation between plies), milling, and grading. (Up to 5% of industry standard). Manufacturing defects do not include natural wood characteristics such as mineral streaks, knots, grain variations, normal minor differences between color of samples and the color of installed floors, color variations from board to board, or minor width variation. Due to the nature of wide width plank (5" and wider), some minor width variation is to be expected and is not considered a defect.

### EXCLUSIONS AND LIMITATIONS

This limited warranty excluding any of the following:

- Natural wood characteristics such as mineral streaks, small knots, grain variations, etc., are normal and natural characteristics and shall not be construed as defects. No two pieces of wood are the same and color or other variations will occur. Manufacturer does not guarantee against natural variations, or the normal difference between color samples or photographs and colors of installed floors. New and/or replacement flooring may not match samples and/or existing flooring or warrant a color match to other wood products such as stairs, cabinets, trim, molding, etc.
- Popping, squeaking and cracking of the hardwood by any cause other than mis-manufacturing is not considered a defect. This includes splitting or cupping resulting from exposure to improper environmental conditions.
- Hollow spots between the flooring and the sub floor.

- Expansion and contraction of the hardwood due to seasonal changes in climate shall not be considered defects.
- Natural color changes due to full or partial exposure to sunlight and weather. This is a natural occurrence and is not covered by this warranty.
- Indentations, scratches or damage caused by negligence, water, moisture and saturation, insects, insect infestation after the product has left the factory, animals, pebbles, grit, sand or other abrasives, and high heeled or spiked shoes, or failure to use pads under rolling chairs or other furniture.
- Failure to follow the manufacturer's written installation instructions including protecting the floor from sub floor moisture, storage and handling.
- Failure to follow the manufacturer's written installation instructions on approved adhesives. Damage caused by use of water based adhesive over sheet vapor barriers or sound insulation
- Excessive or inadequate humidity and temperature in the area. Relative humidity in the area of use must be within a normal range of 35-55% and room temperature between 60F-80F throughout the year.
- Stains as a result of negligence, chemical or industrial products, wax, or oil soaps for cleaning, or standing liquid for a prolonged period of time.
- This warranty does not cover removal or replacement of cabinets, appliances, furniture, or other fixtures.
- Insufficient or improper protection, care or maintenance, or failure to use Manufacturer approved installation and maintenance products
- Damage from improper cleaning practices. Do not use steam mops or wet mops to clean your floors.
- Misuse or abuse
- Use of flooring for purposes other than for which it was designed.
- Improper alterations of original manufactured product. Alterations or repairs to the manufacturer's original product will void any and all warranties. This includes sanding, top coating, recoating or attempted re-finishing of the factory applied finish.
- Gloss reduction is not considered surface wear through.
- Freight costs or expenses and any damage occurred during shipping.
- Failure due to structural changes in the sub floor, settling of the building or uneven sub floor that has not been adequately leveled.
- Accidents, negligence, abuse, or misuse. Warranty will be made void if man-made or natural disasters including leaking or broken plumbing, fire, flood, wind, lightening, earthquake, prolonged power outages, or standing water occur during or after installation.

IF THE ENGINEERED FLOORING SHOULD FAIL TO MEET THE TERMS OF THE WARRANTY, MANUFACTURER, AT ITS OPTION, WILL EITHER:

- Supply replacement product or parts to repair, refinish, or replace the defective product at the manufacturer's option.



- Refund up to the full purchase price of the defective products.

This warranty is exclusive. It covers the repair or replacement of defective materials only and does not cover labor costs unless professionally installed by a certified flooring installer. Installation of the replacement products will be at the original purchaser's expense. If professionally installed, the manufacturer will pay the reasonable labor costs to perform the replacement or repair during the first 3 years from the date of the original purchase. Any and all labor costs must be pre-approved by the manufacturer. In the event that the style installed in the home is no longer available, the manufacturer will replace the affected floor with another style of equal value. Under no circumstance will the value of a warranty claim exceed the original purchase price of the product.

THE ABOVE DESCRIBED REMEDY IS THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIM UNDER THIS LIMITED WARRANTY.

**WARRANTY DISCLAIMERS**

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE MANUFACTURER DOES NOT GRANT TO ANY PERSON OR ENTITY THE AUTHORITY TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE FLOORING.

MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL, SPECIAL CONSEQUENTIAL COSTS, EXPENSES, LOSS OF INCOME OR PROFITS, OR OTHER SIMILAR DAMAGES INCURRED BY THE ORIGINAL PURCHASER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY, FROM STATE TO STATE.