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# SOLID WOOD FLOORING WARRANTY

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## OWNER/INSTALLER RESPONSIBILITIES

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There are no warranties that extend beyond the description provided within this document. These warranties are given in lieu of all other warranties. There is no warranty of merchantability or fitness for any particular purpose except the express warranties contained within this document. The manufacturer excludes all warranties implied by law or implied by fact which are

not expressly set forth. The manufacturer excludes and will not pay any consequential or incidental damages. Repair or replacement is the sole remedy. This warranty is valid only to the original purchasers of the flooring and is not transferable. Any damage caused to the flooring or finishes due to the following will void this warranty.



# MANUFACTURING & STRUCTURAL WARRANTY

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Oak & Broad warrants to the original purchaser that its flooring will remain free from defects in milling, dimension and grading for as long as the original purchaser owns the floor.

## WHEN WARRANTY APPLIES

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This warranty is effective for all Oak & Broad Solid flooring. Our warranty extends only to the original purchaser of the flooring, and not transferable to purchasers of residence, business/commercial or other locations where the flooring is installed. Our warranty only applies if the flooring is installed in strict compliance with Oak and Broad installation and maintenance guidelines provided with your product. You must also perform regular and preventative maintenance for this warranty to apply.

## IMPROPER INSTALLATION

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Proper NWFA installation procedures must be followed, including a dry wood sub-floor within 2% of solid wood flooring. This flooring warranty is considered void if a wood sub-floor other than or 3/4" thick or greater performance rated plywood or Oriented Strand Board (OSB) is used. Floor joists must be 19.2" or less on center or be approved by an architect for hardwood floor installation. Concrete testing per ASTM F1860 or F2170 must be completed per NWFA installation guidelines and documented prior to flooring installation.

Installation of defective planks is not covered under warranty if the installer installs material that has not been properly inspected for flaws/defects in the wood, milling, or finish before installation. This warranty will not cover the installation labor or replacement costs of material that was not properly inspected prior to installation for visual or structural defects that are eventually rejected by the end user or their agent.

National Wood Flooring Association (NWFA) installation guidelines lists approved flooring fasteners (staples, cleats or nails) must be used and placed according to standard. For more information about NWFA, visit [www.nwfa.org](http://www.nwfa.org)

Minor occasional noises in mechanically fastened flooring are normal and not covered by Oak and Broad warranty

## PROPER STORAGE

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The product must be transported and stored in a dry environment. No exposure to moisture of any type should be permitted. Do not store on concrete surfaces.

## EXTREME CONDITIONS

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Oak and Broad wood flooring is a natural product, some minor contraction and expansion will occur and considered normal. The relative humidity level in the home must be maintained in the **30%-50%** range throughout the year using the air conditioning, dehumidification, or humidification as necessary. Normal seasonal changes in the flooring is due to the natural properties of the wood will not be covered by the warranty. Extended periods of low humidity typical of late winter or desert climates may cause the flooring to shrink/gap or split. Excessive humidity beyond RH range of 50% may result in swelling, cupping, and possible buckling of individual boards. These occurrences and/or visual changes in the hardwood floor will frequently self-correct with controlled seasonal climate changes of 30%-50%. Prolonged exposure to sunlight may cause the planks/stain to change color. Decorative rugs or furniture may cause a "shadow" effect on the floor. Oak & Broad will not repair/replace the hardwood floor due to these natural changes caused by normal environmental conditions of **30%-50%**.

## ABUSE OR MISUSE

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This warranty does not cover damage caused by high heels, sports equipment, furniture, cleaning equipment, sudden impact by hard objects, pet claws, use of abrasive cleaners, or abrasion by any object such as sand or pebbles. Scratches/dents that appear after installation are considered to be normal wear.

This warranty does not cover damage due to insect infestation after the product has left the factory.

## WATER DAMAGE

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This warranty does not cover damage caused by moisture penetration, flooding, leaking plumbing, overflowed sinks, washing machines, refrigerators, dishwashers, or any similar damage.

## LIMITS OF THIS WARRANTY

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Any attempt to replace, refinish or repair the floor prior to Oak & Broad inspection and/or authorized repair actions will void this warranty. No distributor, installer, dealer, agent, sales person or Oak & Broad sales representative is authorized to change or increase the terms of coverage of this warranty. This warranty is in lieu of all other representation, collateral agreements, conditions or warranties of any kind, whether expressed or implies, including without limitation any condition or warranty as to merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or warranty arising by stature or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties, which extend beyond the face hereof.



# LIMITS OF THIS WARRANTY CONT.

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## LIMITS ON DAMAGE

In no event shall Oak & Broad or its suppliers be liable for any direct, punitive, indirect, commercial, economic, incidental, consequential, or special damages resulting from use or loss of use or the performance or non-performance of Oak & Broad or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. Oak & Broad **UNDER NO CIRCUMSTANCES WILL BE HELD LIABLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCE WILL OUR LIABILITY OR REFUND INCLUDE THE INSTALLATION COSTS OR ANY AMOUNT BEYOND THE SELLERS ORIGINAL COST OF THE WOOD FLOOR.**

## ADDITIONAL TERMS

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Certain conditions, limitations and exclusions set out in this warranty are not permitted or effective in some states. Some of the conditions, limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law.



# EXCLUSIONS OF WARRANTY

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## **Oak & Broad's warranty does not cover the following:**

**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 or dryness can cause issues such as face splits, checks, cupping, crowning, warping, buckling, peeling, twisting, or gapping.

**Other Site and Environmental Conditions:** Defects or damages resulting from extreme indoor 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 floor care instructions.

**Noise: Squeaking, popping or crackling is not covered with mechanically fastened flooring.** Other conditions due to low spots, uneven subfloor, insufficient expansion space will also cause these noise related conditions.

**Gloss reduction:** Fading or loss of gloss of the floor finish is not a product considered a defect. This would be considered normal wear and tear.

**Boards Installed with Visible Defects:** If any planks were installed with visible defects including visible manufacturing, natural or other defects are not covered. The installer is required to stop installation and contact Oak and Broad representative for replacement material. Once a defective plank is installed it is deemed acceptable by the installer and not covered under this warranty.

**Color and Shade Variations:** Whether new or replacement flooring may not always match control samples, printed color photography (including websites and catalogs), existing flooring or other wood products due to natural variations that occur by species, age, exposure to UV/sunlight. These variations should be expected and considered normal of wood flooring.

This writing is the complete and exclusive statement of the warranty and is in lieu of all other express and/or statutory warranties. The manufacturer assumes no liability for incidental or consequential damages, losses, damages or expenses relating other than the floor itself are not covered. Personal damages/costs that may arise while pursuing a claim issue, such as loss from work, hotel costs, meals, storage fees, boarding costs for pets, etc., are not covered. Costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty.

Any and all disputes arising out of the purchase of this product or this warranty shall be subject to mandatory and binding arbitration in Atlanta, GA, pursuant to the rules of the American Arbitration Association. Any jury trials are expressly waived.