



# Landmark Interiors

## City of Oaks & Country Oaks

### 25-Year Limited Residential Warranty

#### Who is Covered?

All warranties in this Limited Warranty Guide are given only to the original retail (end user) purchaser of our product. Our warranties are not transferable.

#### What is Covered and For How Long?

The limited warranties are subject to the product applications, limitations, disclaimers and exclusions described below and are effective for floors purchased after May 1, 2008. All warranties begin from the date of retail purchase.

We warrant to the original retail purchaser that the wood flooring, in its original manufactured condition, will be free from defects in lamination and assembly for as long as you own the product.\* We warrant to the original retail purchaser that the finish on the covered product will not wear through, and that the finish will not separate from the wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines for a period of 25 years.

We warrant that the covered products meet our quality standards. You or your installer should carefully inspect the products before installation for any milling, dimension or visual defects. Since wood is a natural product, there will be natural variations in color, tone and grain that are not covered by this warranty. Stained products: a number of factors can contribute to a color difference between samples (displays, handboards, pieces) and finished flooring. Color selection should be visually verified as part of the pre-installation inspection. This pre-installation warranty expires upon installation.

#### What Are You Responsible For Under Our Warranties?

To be covered under our warranties you need to retain your sales slip and all documents related to the flooring purchase. Flooring must be properly installed in accordance with our installation instructions. FloorSource Wood Flooring strongly advocates the use of a licensed, experienced installer for best results. If using a professional wood flooring licensed installer, you may be asked for the name and license number.

**You must also keep your proof of pre-installation moisture test results as we will request this information from you when submitting a claim under this warranty.** You must also properly care for your new floor using our easy-to-follow maintenance instructions.

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

If any of the covered events occur within the warranty period, FloorSource will recoat, refinish, fill or furnish comparable flooring (of FloorSource manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at FloorSource's sole option. In such event, and on the condition that your floor was professionally installed, FloorSource will also hire an installer/repairman of FloorSource's choice and 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 year of warranty period: labor reimbursed at 100% of reasonable and customary charges.

Two to five years of warranty period: wear warranties are prorated over the stated cycle. If you did not use a professional, licensed installer, FloorSource assumes no responsibility for any labor cost associated with such repairs or replacement.

In the event that we are unable to correct the problem after a reasonable number of attempts, or if the replacement or repairs fails in the same manner a second time, we will refund the portion of the purchase price for the section of failed flooring. These warranties do not include removal or replacement of cabinets and other fixtures or furniture. These are the exclusive remedies under this warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

## What Is Not Covered By These Warranties?

- Wood flooring installed in full bathrooms with a shower or tub.
- Damage caused by fire, flooding, and other natural disasters.
- Damage caused by negligence, accidents, misuse or abuse.
- Damage caused by vacuum cleaner beater bar or hard heads (see Care and Maintenance Guidelines).
- Damage caused by appliances, furniture and casters (see Care and Maintenance Guidelines).
- Damage caused by cutting from sharp objects (see Care and Maintenance Guidelines).
- Reduction in gloss, scratches or indentation due to sand, pebbles or other abrasives, pets, insects, construction traffic, or failure to maintain the floor as required (see Care and Maintenance Guidelines).
- Color, shade or texture variations between samples, printed color photography or replacement flooring and the actual material.
- Insect Infestation - this warranty does not cover any insect infestation after the product has left the factory.
- Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g., cabinets, stair railings, trim, etc.).
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Noises (squeaks, etc.) associated with anything other than the mis-manufacturing of the flooring.
- Natural occurring wood characteristics such as variations in grain, color, mineral streaks and knots.
- Changes in color due to exposure to sunlight and age.
- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity. The molecular moisture of wood will change according to the temperature and humidity of the surroundings. Climate changes will cause some boards to expand and contract and develop minor surface cracks due to low relative humidity (dryness). We strongly recommend the use of a humidifier/dehumidifier to help maintain the proper humidity level of the environment and minimize seasonal checking. Solid flooring products may experience some minor separation between boards during different times of the year due to temperature and/or humidity changes. This is an act of nature so it is not covered by the warranty.
- Products designated as "BARGAIN," "CABIN GRADE," "SECONDS," "CLOSE-OUT," "DISCONTINUED" OR "NON-STANDARD." Such products are sold "AS IS."
- Floors that are installed in other than owner-occupied or tenant-occupied residences.
- Commercial installations.
- Construction or installation-related damage.
- Because of the potential for damage to the surface finish due to the adhesives on tape, we do not recommend or approve the use of any tape, including painter's tape, 3M, etc., to be placed on the surface of the flooring.
- Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping spills or weather

conditions.

- Installation defects, including but not limited to, installations made:

(i) upon improper acclimation; (ii) in violation of applicable state or local housing or building codes, or (iii) by non-licensed installers, (iv) contrary to written instructions furnished with the product.

**NOTE: IT IS THE RESPONSIBILITY OF YOU AND YOUR INSTALLER TO INSPECT THE FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAVE BEEN INSTALLED.**

## What Is Excluded From These Warranties?

NO RETAILER, DISTRIBUTOR OR FLOORSOURCE EMPLOYEE OR SALES AGENT / REPRESENTATIVE HAS THE AUTHORITY TO ALTER THE OBLIGATIONS, LIMITATIONS, DISCLAIMER OR EXCLUSIONS UNDER ANY OF OUR WARRANTIES. WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OUR WARRANTIES. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Our limited warranties constitute the only express warranties for the product purchased.

YOUR EXCLUSIVE REMEDY AND FLOORSOURCE'S SOLE LIABILITY OF ANY CLAIM, WHETHER IN TORT, CONTRACT, OR BREACH OF WARRANTY, SHALL BE LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE APPLICABLE PURCHASE PRICE OF THE DEFECTIVE GOODS AS SPECIFIED HEREIN. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY FLOORSOURCE, SHALL FLOORSOURCE HAVE ANY OTHER LIABILITY (INCLUDING WITHOUT LIMITATION INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR ANY MONETARY LIABILITY TO YOU IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT PRODUCTS IN QUESTION

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCTS, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

***THIS WARRANTY DOES NOT APPLY TO DISCONTINUED ITEMS, CLOSE OUT ITEMS, OR ITEMS SOLD "AS IS." ALL SUCH PRODUCTS ARE SOLD "AS IS" AND SHALL NOT HAVE ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY (EXPRESS OR IMPLIED), WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EXPRESS OR IMPLIED), OR ANY OTHER WARRANTIES REQUIRED BY LAW OR FACT.***

*SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.*

*THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.*

### **What Should You Do If You Have A Problem?**

We want you to be happy with your floor purchase. If you are not, call your retail store first. They can answer your questions and, if necessary, start to process a claim. Written claims must be received during the warranty period and should be submitted at least 30 days after the issue is detected. Processing of claims outside of this time frame will be at the sole discretion of FloorSource.

Please keep all pre-installation and post-installation receipts including but not limited to your sales receipt, pre-installation moisture tests, installer name, phone & license number. Information regarding the claimed defect and date and proof of purchase must be provided.

### **CARE AND MAINTENANCE**

Proper care and maintenance will help ensure your floor always looks its best. Simply follow our maintenance and prevention steps outlined below to protect your investment and safeguard your warranty:

#### **Initial Care:**

Following installation, clean with a cleaner designed for real wood floors with an aluminum oxide finish. If the floor was glued down, remove any residual adhesive with the appropriate adhesive remover.

#### **Ongoing Routine Care and Maintenance:**

- Vacuum, sweep or dust mop your floor once a week, or more if needed. The vacuum head must be brush or felt, and a wand attachment is preferable. Do not use vacuums with beater bars or hard heads. A swivel-head mop with terry cloth cover is also recommended to eliminate finer particles of grit and dirt that can act like sandpaper on hardwood floors.
- Spills and tracked-in dirt should be wiped up immediately.
- Never apply wax treatments to your urethane-coated floor.
- Regularly clean the floor with swivel-head mop with cloth cover. Spray a wood floor cleaner directly onto the mop cover. DO NOT allow excess cleaner to remain on the floor's surface. Excess liquid may damage the fiber of the wood.
- **NEVER CLEAN WITH WATER OR WET MOP.** Water and other liquids may permanently damage the floor and will void the warranty.

- Area rugs are recommended in front of kitchen sinks, at all pivot points and within high-traffic areas. Do not use rugs with solid rubber or vinyl backings. The rugs must be made of a breathable material to prevent moisture entrapment.
- Use interior and exterior doormats at all entrances to collect dirt and moisture and prevent it from being tracked onto the floor.
- **NEVER USE ANY OF THE FOLLOWING PRODUCTS (OR PRODUCTS SIMILAR IN NATURE) ON YOUR FLOOR:** ammonia-based cleaners, acrylic finishes, wax-based products, detergents, bleach, polishes, oil soap, abrasive cleaning soaps, or acidic materials such as vinegar. Many of these products can pit or etch the finish of your flooring or prevent the proper use of recommended maintenance materials.
- Keep animal nails trimmed to minimize finish scratches.
- Do not damage your floor with shoes having heel taps or sharp objects protruding from the sole such as rocks, exposed nails and gravel.
- Avoid walking on wood floors with spike or stiletto heeled shoes. Spike or stiletto high-heels must be properly maintained to prevent damage from the steel heel support.
- Do not roll or slide heavy objects directly upon the floor. When moving appliances or heavy furniture, consider laying a solid protective covering on your floor and gently "walk" the item across it. Carpet or cardboard is not adequate to prevent surface compression scratches.
- Use furniture leg protector pads under all furniture and make certain to keep them clean and well maintained.
- Replace hard, narrow furniture rollers with wide rubber rollers.
- Protect your floor from direct sunlight. Use curtains and UV resistant film on large glass doors and windows.
- Relative humidity levels should be maintained between 30% and 55% throughout the year (especially during the heating months). Rooms must be maintained at a temperature of 60°F - 80°F at all times.

\*Product is warranted to the original purchaser for a period of one year after date of purchase for manufacturing defect. Damage due to installation errors and/or on-site environmental conditions are not covered. Replacement is limited to material unless defect was not apparent prior to installation and the flooring was professionally installed.