



## Limited Warranty Agreement



### Governing Residential and light commercial use\*.

\*3 year limited warranty for light commercial use.

\*\* Colonial and Country are not applicable for the 35 year warranty see conditions within Warranty Document for explanation.

#### **Limited Warranty**

Appalachian floors are manufactured by an experienced team that combines a passion for quality with a high level of technical expertise. Using the latest technology in wood flooring manufacturing and production, Appalachian floors are built to last and give you the mental peace that comes with buying a top-line product that you can trust implicitly.

Thus, Appalachian Flooring Ltd. is proud to offer you the following Residential Warranty Program (hereafter referred to as The Warranty). The Warranty covers our line of pre-finished flooring products in the **Prestige, Antique, Millrun and Excel grades**, which have been installed following recommended installation guidelines, maintained according to recommended floor maintenance procedures (As outlined in the Appalachian Installation Guide and the Care and Maintenance Guide) and kept at a normalized level of humidity (between 40-60%).

Appalachian Flooring Ltd. warrants that all of its products successfully meet established industry standards, as specified for each product category, as well as meeting our own high standards and are thus free from manufacturing defects. This warranty extends solely to the original purchaser of the floor, is non-transferable and applies only to residential or light commercial use. In this context light commercial use is defined as use in business offices or non-food service stores and thus excludes any other commercial or industrial use from coverage.

The warranty is valid for all Appalachian pre-finished hardwood flooring in the **Prestige, Excel, Millrun and Antique** grades with a semi-gloss finish manufactured after December 31, 2005.

Appalachian flooring does not warranty solid glue down applications or over in floor radiant heating system.

#### **35 year EVERSHTINE™ Warranty**

Appalachian Flooring Ltd. warrants, to the original purchaser, that the **EVERSHINE™ UV cured surface finish**, factory applied, on its Appalachian pre-finished hardwood floor will not wear through or separate from the wood for a period of:

- **Thirty five (35) years**, from the date of purchase, when used under normal **residential traffic conditions**, or
- **Three (3) years** from the date of purchase, when used under **light commercial conditions**, as previously defined, and this for all products manufactured after December 2005.

Appalachian Flooring Ltd. does not recommend the use of American Walnut, American Cherry or Birch for light commercial use due to the low relative hardness of these hardwood species.

This warranty applies on the condition that regular and preventative maintenance have been carried out as recommended in this guide and in the Appalachian Care and Maintenance Guide.

The Evershine™ Warranty excludes any indentations, scratches or surface damage caused by misuse, negligence, accidents, pets, lack of proper maintenance, spike-heeled shoes, water, wet mopping, erosion, pebbles, sand, other abrasives, insufficient prevention and/or protection. In order to qualify the floor as defective, the surface wear must be readily visible (from standing height) and cover at least ten percent (10%) of the surface area. Gloss reduction is not considered surface wear.

All wood flooring will undergo natural color changes due to the effect of sunlight and/or ultraviolet light and these changes are not covered by our warranty as it considered a natural occurrence in wood. Rugs and furniture should be moved occasionally to prevent this problem especially on the sensitive species such as Cherry and Exotics. This is not a product defect. In addition, your flooring will vary from the samples and pictures shown due to wood having natural occurring color variation.

Any damage due to improper transportation, storage, handling, installation, or any other cause, is not covered by this warranty. As per industry standards, Appalachian Flooring reserves the right for a 5% defect allowance, which is not covered under this warranty.

Use of floor care products other than those especially formulated for use on hardwood pre-finished flooring is prohibited as it may damage your floor, or leave a residue or haze and will void The Warranty. A third party chemical analysis of the surface will be able to determine cleaning products used and if compliant to the maintenance guideline. Check our Care and Maintenance guide for a list of approved products or ask your local Authorized Appalachian Dealer.

#### **Country grades**

The Country Grade allows for: Mineral streaks, knots, cracks, worm holes, color variation and other related characteristics. In addition, builder grade will contain pieces with putty to fill voids.

The Country Grades includes a 5 years warranty on the finish from the date of purchase, when used under normal **residential traffic conditions**. **Country Grades do not fall under the Evershine 35 year warranty.**

#### **Colonial Grades**

There is no warranty on Appalachian Colonial Grade for structural or finish.

#### **Lifetime Structural Warranty**

Our high production standards and passion for quality allow us to offer you a lifetime warranty on the structural integrity of our pre-finished hardwood floors. Our products conform to our highest standards and are of superior quality and uniformity.

Appalachian flooring thus warrants its pre-finished hardwood floors against all defects in manufacturing, sorting and varnish application. Additionally Appalachian Flooring guarantees that our products will remain free from defects as regarding their sizing, classification, lamination, assembly and structural integrity and this for the natural life of the original purchaser.

Installation of any flooring constitutes acceptance of its grade, milling and finish. Appalachian flooring can not control the quality of installation thus we can not warranty claims that installer related. In addition, if a third party inspection determines that the defect was installed knowingly by an installer it is not responsibility of Appalachian to pay for the board replacement.

#### **To file a claim**

**If you wish to file a claim under this Warranty Program, you must first contact your Appalachian Authorized Dealer where the original purchase was made.**

A written notice of claim must be filed within the warranty coverage period, and no later than six (6) months after the first occurrence of the problem giving rise to your claim. Information verifying date of purchase and identity of the original purchaser as well as the original invoice, as proof of purchase, must be supplied to Appalachian Flooring or its representatives on request. The floor in question must have been purchased directly from an Appalachian Flooring Authorized Dealer and paid for in its entirety before a claim may be submitted. The purchase of Appalachian hardwood flooring from an unauthorized Appalachian dealer and/or via the Internet will automatically void this and any other manufacturer's warranties implicit or implied.

**Caution!** We strongly suggest that you keep your original invoice, together with the Appalachian Installation Guide and the Appalachian Care and Maintenance / Warranty Guide in a safe place as they may be required to submit a claim.

If your local Authorized Appalachian Dealer is unable to answer your claim, please contact us by registered mail at the following address:

Appalachian Flooring Ltd., Technical Service Department  
450 rue de Rochefort,  
Cowansville, Québec,  
Canada J2K 3S7  
Tel.: (450) 266-3999 – Toll free: 1-866-213-1110 – Fax: (450) 266-5343  
Or by e-mail: [info@appalachianflooring.com](mailto:info@appalachianflooring.com)

In this case Appalachian Flooring Ltd. will be happy to send you a form to be completed and returned for further processing.

In any eventuality, *Appalachian Flooring Ltd. reserves the right to have a designated Appalachian Flooring representative or third party inspector inspect the floor and remove samples for technical analysis.* Should Appalachian Flooring's analysis prove that a portion of the floor is indeed defective, Appalachian will, at its sole discretion, repair the affected area or supply replacement material in the form of an identical or equivalent product.

#### **Warranty exclusions**

The Warranty does not cover indentations, scratches or damage caused by negligence, water, wet mopping, erosion, pebbles, sand, other abrasives, spiked-heeled shoes, insects, pets, misuse, abuse, accidents, natural wood fibre surface discoloration, extreme environmental conditions, failure to follow all manufacturer's specific written installation instructions, poor workmanship by installer, improper maintenance, insufficient prevention and/or protection in kitchen workstations and underneath furniture, misuse or improper alterations of original manufactured products, damages resulting from the shifting of the building, or from defects in the base on which the floor is installed. .

THE FOREGOING SETS FORTH **APPALACHIAN FLOORING LTD'S** SOLE OBLIGATIONS AND LIABILITY UNDER THE WARRANTY. THE WARRANTY IS AN EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS, COLLATERAL AGREEMENTS, CONDITIONS OR WARRANTIES OF ANY NATURE OF KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, SUITABILITY, QUALITY OR CONDITION OR ANY CONDITION OR WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR IN EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL **APPALACHIAN FLOORING LTD.** OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, COMMERCIAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSS OR DAMAGE OR ANY CLAIM BY A THIRD PARTY, RESULTING FROM THE USE OR LOSS OF USE OR THE PERFORMANCE OR NON-PERFORMANCE OF **APPALACHIAN FLOORING LTD.** PREFINISHED FLOORING PRODUCTS. THE FOREGOING PROVISIONS SHALL APPLY WITH RESPECT TO ANY CLAIM, DEMAND OR ACTION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO NATURE OF THE BREACH OF CONTRACT, BREACH OF COLLATERAL WARRANTY OR TORT INCLUDING NEGLIGENCE OR MISREPRESENTATION.

CERTAIN CONDITIONS, EXCLUSIONS AND LIMITATIONS SET OUT IN THIS WARRANTY ARE NOT PERMITTED OR EFFECTIVE IN SOME PROVINCES AND STATES, THEREFORE SOME OF THE CONDITIONS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM PROVINCE TO PROVINCE AND STATE TO STATE. IT IS THE RESPONSIBILITY OF THE CONSUMER TO INFORM HIMSELF OF THE LEGAL RIGHTS THAT APPLY TO HIS SPECIFIC SITUATION.

THE SOLE REMEDY PROVIDED HEREIN IS THE REPAIR, REFINISH OR REPLACEMENT, AT THE OPTION OF **APPALACHIAN FLOORING LTD.** OF DEFECTIVE PRODUCTS. IN THE UNLIKELY EVENT THAT **APPALACHIAN FLOORING LTD.** IS UNABLE TO CORRECT THE FAILURE AFTER A REASONABLE NUMBER OF ATTEMPTS, **APPALACHIAN FLOORING LTD.** WILL REFUND, IF REQUESTED, THE PURCHASE PRICE OF THE PORTION OF THE DEFECTIVE FLOOR ON A PRORATE BASIS. ANY ATTEMPT TO REPAIR, REPLACE, OR REFINISH THE FLOOR PRIOR TO **APPALACHIAN FLOORING LTD'S** INSPECTION AND AUTHORIZED REPAIR ACTIONS WILL VOID THIS WARRANTY.

NO DISTRIBUTOR, DEALER, INSTALLER, AGENT, SALES PERSON OR **APPALACHIAN FLOORING LTD.** SALES REPRESENTATIVE IS AUTHORIZED TO CHANGE OR INCREASE THE TERMS OR COVERAGE OF THIS WARRANTY PROGRAM.