

# WARRANTY INFORMATION

#### IMPORTANT!

Please read this document thoroughly before installing your hardwood floor. Prior to installation, inspect it thoroughly to verify that it meets your expectations in terms of overall quality, grade and color/shade mix. If, after inspection, the floor is found to be inadequate or unacceptable, contact your dealer immediately. Do not install the floor. Installation of the floor automatically implies total acceptance of the product. It is the responsibility of the purchaser and/or installer to thoroughly inspect the product before it is installed. Manufacturer accepts no responsibility or liability for installer error or negligence.

Wood is a natural material that expands and contracts with the seasons and with heating the home. Even when properly installed, slight gaps may appear between boards at various times of the year. Such gaps are not covered by warranty. Changes in relative humidity can also cause boards to split and crack. To be covered by warranty, cracks and splitting in boards must be visible at the time of installation and the boards discarded or replaced. Once a board is installed, no warranty is applicable, because cracking and splitting may be the result of external factors beyond the control of the manufacturer. It is important to maintain relative humidity in the home as constant as possible (between 40% and 50%). Use a humidifier or dehumidifier, as the case may be. Temperatures in the home should range between a comfortable 18°C and 22°C (65°F and 72°F). Product defects that cannot be measured or are visible only under lighting or at a particular angle are not considered as defects covered under this warranty.

We urge you, as the final inspector to inspect for proper color, finish, style, and quality PRIOR to installation. Verify that the flooring is the correct material. Care should be taken at this time to remove or repair particular characteristics you do not desire. Manufacturer declines responsibility for any costs incurred when plank(s) with visible defects have been installed.

## 25-year Limited Warranty.

Panache Flooring (hereafter refer to as private label 'manufacturer") offers a 25-year warranty against wear-through on all of its "Select & Better" or/and "Select" grades of flooring products.

This warranty does not apply to other manufacturers' products, including, but not limited to country, tavern, rustic grades, imperfect or non-standard floors, which are sold as "close-outs", "odd-lots" or "clearance" by the dealer and accepted by the customer "as is".

Under the terms of this warranty manufacturer will exchange or refund any flooring that is found to be substandard. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE REMEDY FOR MANUFACTURER'S DEFECT IS REPLACEMENT PRODUCT.

Manufacturer is not responsible for any indirect, incidental or consequential damages arising from or relating to its sale of any products.

UNDER NO CIRCUMSTANCES SHALL ANY LIABILITY OF MANUFACTURER ARISING OUT OF OR RELATING TO THE TRANSACTION SET FORTH IN SALE INVOICE EXCEED THE TOTAL COST OF THE PRODUCTS INCLUDED IN THE INVOICE AND PAID FOR BY THE PURCHASER.

#### Procedures.

Should you need to file a claim under this warranty, the following procedure is to be taken:

- Send your claim in writing to the dealer where the floor was purchased. - If, for any reason, this dealer is unable to help you with your claim, you can contact the manufacturer, by sending your claim by e-mail to: info@panacheflooring.com

## Claim submission requirements:

- You must have your original receipt and be the first and only owner of the floor for which you are filing a claim.
- Surface wear must be evident and affect at least 10% of the total surface of the floor.
- You must file your claim within the period covered by the warranty

The manufacturer is authorized to proceed to a thorough inspection of the floor for which a claim is filed, as well as to the removal of any samples of said floor for technical analysis, as deemed necessary, within 30 days from the receipt of the written claim. Should manufacturer's analysis prove that a portion of the floor is indeed defective, the manufacturer will, at its sole discretion, repair the affected area or supply replacement material in the form of an identical or equivalent product.

Should claim is submitted prior installation and manufacturer's analysis prove that more than 5% of flooring material is indeed defective then the manufacturer will reimbursed the cost of all returned flooring material without restocking fee. All claims before installation should be made within 15 days after delivery/pickup. The manufacturer doesn't accept any claims after 15 days terms.

Should a dispute/disagreement arise over the quality and/or finish of flooring material between the Purchaser may hire a third-party Certified Wood Flooring Inspector in order to resolve the dispute. The purchaser will be responsible for the inspection fee, if the inspector deems the purchaser or their installer is at fault. In the event that the inspector deems the material is faulty, then manufacturer will cover full cost of inspection fee to the Purchaser and the manufacturer will, at its sole discretion, repair the affected area or supply replacement material in the form of an identical or equivalent product.

## Exchanges/Returns:

Exchanges are permitted for product of equal or greater value only. Defective product may be exchanged or returned prior to installation, within 10 days of receipt. Shipping and delivery charges are non-refundable. Product must be return direct to warehouse in the original condition and have been properly stored. Installed flooring is considered the property of the purchaser and may not be exchanged or returned for any reason. Any additional shipping costs associated with exchanges or/and returns are the sole responsibility of the purchaser.

### Installation

Allow flooring (in sealed cartons) to acclimate in the installation area for 3-4 days. Due to the extreme sensitivity of Hickory and Maple, these products are to be installed immediately. These products should not be acclimatized to their environment. The warranty will be void if these products are allowed to acclimate Prior to installation, the purchaser/installer is solely responsible for determining the acceptability of the moisture levels in both the product and the subfloor.

We recommend using a licensed, professional wood flooring installer. Installation must be performed in accordance with the National Wood Flooring Association (NWFA) guidelines.

The installer must select boards in a reasonable manner and, when necessary, either discard or install in a less conspicuous place, or cut boards with any type of overly apparent flaw. During installation, it is standard procedure to correct minor flaws using small amounts of wood filler, stain, pencil, or marking pen. If the installer is in doubt as to the grade, manufacturing quality, or finish of a board and is unable to install it in an inconspicuous location or eliminate the flaw, then the board should be discarded. Once the board has been nailed down, it is deemed to have been accepted by the installer and owner. The manufacturer will only replace defective boards in excess of the 5% industry standard acceptable loss (excluding the margin for loss due to cutting). The manufacturer will not cover any labor or installation costs.

#### **Care and Maintenance**

With a few simple steps and precautions, you can enjoy and preserve the original beauty of your floor.

#### Humidity

Changes in humidity levels can cause any wood floor to shrink or expand. In order to minimize such movement, it is important to maintain the humidity level in your home between 40% and 50%, through the use of appropriate humidity and ventilation systems

#### Liquids and spills

All liquids and spills should be wiped off as soon as possible in order to prevent any possible damage. You may consider using area rugs to protect susceptible areas (around kitchen sink, at entrance for wet footwear, etc.).

#### Protection

Abrasive dirt such as sand, street dirt, grit and cat litter can damage any hardwood floor. Protect your floor by using entrance mats and area rugs. Regular cleaning or vacuuming of these rugs will prevent accumulation of dirt. Felt protectors under the legs of all pieces of furniture will prevent damage caused by scratching.

### Sunlight

Normal exposure to sunlight will cause slight color changes in any hardwood floor. Area rugs, which block out light, should therefore be shifted regularly.

#### Care products

For best results, we recommend the use of specially formulated wood care and maintenance products.

#### **Terms and Conditions**

This warranty covers flooring installed for residential use only. This warranty covers the original buyer, for as long as he or she owns the home in which the flooring is installed. This warranty is non-transferable.

The following situations are not covered by this warranty:

- Products installed in a basement, or directly over a concrete floor, or in a room equipped with radiant heating;
- The 3/4" hardwood floor has been glued down
- The floor has not been maintained at a relative humidity of 40% to 50% and a temperature of about 22°C at all times
- The floor has been installed in a manner which does not adhere to the technical specifications contained in the National Wood Flooring Association (NWFA) Installation Guide.
- The customer cannot provide proof of the product purchased.
- Repairs have been carried out without the prior written consent of the retailer.
- Reduction or dulling of the floor's shine or gloss, which is normal and is not considered surface wear;
- Shrinking and/or expansion of the floor, which is due to seasonal changes in humidity and/or heating conditions and is therefore not considered a defect.
- Fading or changes in color, which are due to exposure to sunlight or intensive lights and, as such, are normal;
- Scratches, dents or any other damage caused by furniture or appliances, water or other liquids, insects, pets, sand, salt, dust and/or high heels;
- Damage resulting from incorrect installation, unsatisfactory storage protection, improper care, neglect, misuse, abuse;
- Damage caused by the use of abrasive cleaners or improper care products.

Failure to comply with any of the terms, conditions or recommendations explained herewith will render this warranty null and void.