



## **ENGINEERED FLOORING LIMITED WARRANTY**

The warranty covers only the original consumer purchaser and flooring in its original installation and is not transferable. The warranty expires when the product or installation location is transferred or resold. The above terms include the whole and sole warranty provided by MODERNWOOD referring to its flooring products excluding any product other than MODERNWOOD's engineered flooring or any installation in non-residential construction with normal traffic load and conditions. This program is limited to residential uses and does not apply to commercial or industrial use.

The duration of any implied warranties, including the implied warranties of merchantability and suitability for a particular purpose that may be imposed by law shall be limited warranty provided herein. No retailer, installer, dealer, agent or employee has the authority to increase or revise the terms or coverage for this warranty.

Under no circumstances shall MODERNWOOD be liable or in any manner responsible for any claim, loss or damage arising from any special, indirect, incidental, or consequential damages, regardless of theory, including, without limitation, any loss of time or use or any inconvenience, or any punitive or exemplary damages.

This warranty gives specific legal rights to the purchasing customer who may also have other rights that vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, for which the above limitation or exclusion is not applicable. Some states do not allow limitations on the duration of an implied warranty, for which the above limitation or exclusion is not applicable.

The warranty coverage requires the necessary proof of purchase with stated purchase date, and identification of the original purchaser, so it is highly recommended to keep them carefully along with the installation guide.

### **A. PHYSICAL PERFORMANCE LIMITED WARRANTY**

MODERNWOOD's high-quality standards allow it to provide a comprehensive warranty covering its engineered flooring products. This warranty covers our engineered flooring products for residential use and begins after the purchase date. Our warranty offers the following benefits:

**Overall Panel Quality Guarantee:** Each panel is manufactured to our high-quality standards and undergoes a thorough inspection at the factory. We suggest that our customers and their installers inspect each board while unpacking prior to installation. If you are not completely satisfied, we will replace the panel free of charge. This warranty coverage includes visual defects in the panel, other than inherent variations in grain and colour.

**Lifetime Structural Guarantee:** Each of our panel is made with a specially developed high-pressure bonding system to maintain its quality, and is guaranteed against buckling, warping, separation or other structural failure. In case of such failure, we will repair or replace the panel (at our option) at no charge. If there is a failure in the first year after purchase, we will replace the panel free of charge, **excluding refinishing or installation costs.** This guarantee is **PRO-RATA** based on the amount of time the floor has been installed.

**Moisture and Dryness Protection Guarantee:** Our boards have been made to withstand normal moisture and dryness within tolerance variations, and are guaranteed against damage caused by normal moisture and dry conditions (within the 40-60% relative humidity range). This warranty does not cover damage from flood or wet mopping, leakage from appliances or ceilings, stagnant water or improper installation (see MODERNWOOD's installation instructions).



**Performance Guarantee Over Radiant Head:** Our Structural and Moisture Guarantees will cover applications over a radiant heat subfloor, so long as the subfloor temperature does not exceed 85 degrees Fahrenheit.

## **B. SURFACE FINISH LIMITED WARRANTY**

MODERNWOOD's engineered flooring has a durable anti-scratch surface of multiple hardened UV aluminium oxide layers. The finish guaranteed will not wear through for 25 years from the date of original purchase, with proper recommended maintenance. This guarantee applies only to a defect covering 10% or more of the installed floor, under normal residential use. The coverage excludes damage from shoe, spiked heels, pets, erosion, dents, and gravel, as well as scratches from roller chairs or furniture or improper installation or maintenance. Reduction in gloss is not considered wear. The Surface Guarantee and Moisture Guarantee will not be applicable once the factory surface has been altered or removed.

## **C. EXCLUSIONS FROM COVERAGE**

The warranty does not apply and MODERNWOOD will not be in any way liable in the event of:

**Normal Variations:** Wood is a natural product and variations in grain and colour are a normal occurrence. Colour changes in the wood should be expected as your floor ages, and are considered desirable. Further, wood will contract or expand naturally due to changes in temperature and humidity, with resulting small separations between the panels.

**Improper Installation or Maintenance:** Installation and maintenance must be in accordance with our instructions.

**Improper Use:** As you may anticipate, we do not assume responsibility for any flooring damage caused by misuse, abuse or damage by accident or other events beyond our control. The warranty does not extend to damage caused by high-heeled shoes, heavy furniture or equipment, pets, damage caused by impact or scratches or scarring caused by sharp or pointed objects or by worn-out shoes, roller chairs or furniture or damage caused by excessive or continued exposure to direct sunlight.

**Extreme Environmental Conditions:** An extreme condition such as exposure to extreme heat, moisture, dryness or rapid fluctuations in any such conditions is beyond our responsibility.

**Alterations/Repairs:** The warranty does not cover alterations (including refinishing) or repairs made to the flooring.

**Worn Flooring:** Reinstallation of replaceable floor panels does not include resurfacing worn flooring due to prolonged normal use or to provide the cost thereof.

## **D. HOW TO MAKE A CLAIM**

MODERNWOOD's products are made to meet customer satisfaction. However, if you have a claim covered by one of our guarantees:

1. Send a notice of the claim to the dealer where you made the purchase, within the applicable time period.
2. If the applicable panel has not yet been installed, return the panel with your claim.
3. Make sure any installation is made in accordance with our instructions. If the defective panel has been installed and is covered by our warranty, we reserve the right to inspect the panel.
4. Keep your proof of purchase available for our review.