# LIMITED RESIDENTIAL AND COMMERCIAL WARRANTIES OF ENGINEERED FLOORING

#### **Limited Residential Warranties**

**Limited Pre-Installation Warranty:** We warrant that the covered products, in their original manufactured condition will be free from no more than 5 % defects in grading, milling, dimension, lamination and assembly as is specified by NFCA & NWFA standards of the total area of the installed floor.

**Limited lifetime structural warranty:** We warrant to the original purchaser that our first-quality products in their original manufactured condition will be free from manufacturing defects in milling, dimension and grade for the lifetime of the floor.

**Limited 25 Year Warranty on Urethane Finishes:** This warranty extends to visible areas that exceed 10% of the total area of the installed floor and does not apply to high traffic areas such as doorways, hallways and workstations. The manufacturer warrants the surface finish will not wear through or separate for a period of 2 years from the date of purchase when used under normal residential conditions and maintained according to industry standards as defined by NFCA & NWFA and manufacturer's instructions.

#### **Limited Commercial Warranties**

**Limited Pre-Installation Warranty:** We warrant that the covered products, in their original manufactured condition will be free from no more than 5 % defects in grading, milling, dimension, lamination and assembly as is specified by NFCA & NWFA standards of the total area of the installed floor.

**Limited lifetime structural warranty:** We warrant to the original purchaser that our first-quality products in their original manufactured condition will be free from manufacturing defects in milling, dimension and grade for the lifetime of the floor.

**Limited 5 Year Warranty on Urethane Finishes:** When installed in a commercial application manufacturer warrants that the factory finish will not wear through for a period of five years from date of purchase.

## Who is covered under these Limited Residential Flooring Warranties

All warranties under this Limited Warranty are given only to the original consumer/purchaser of the flooring. Warranties are not transferable. The flooring must be paid in full. Retain your original receipt as proof of purchase.

No installer, retailer, distributor, agent or employee has the right to modify the obligations, limitations, disclaimers or exclusions of the Limited Warranty.

#### What is not cover by these Limited Residential Flooring Warranties

- 1) Damaged caused by, but not limited to:
  - a) Man-made or natural disasters and Acts of God.
  - b) Dents, scratches and surface damage caused by but not limited to: misuse, abuse, abnormal wear, neglect, accidents, fire, water damage, grit and other abrasives, high traffic, environmental conditions, insects, pets, heels, appliances and furniture.
- 2) Improper maintenance including but not Limited to
  - a) Use of floor care products and procedures not intended for hardwood floors.
  - b) Use of cleaning appliances such as but not limited to Swiffer Wet and Swiffer Wet Jet, Hoover Floor Mate, Clorox Ready Mop.
- 3) Change in color and appearance due to the effect of sunlight.
- 4) Wood characteristics such as mineral streaks, knots, grain variations, color variations, et. Are normal and are not construed as defects.
- 5) Although effort is made for accurate representation, color variations between sample boards and pictures and the actual floor cannot be guaranteed. Color matching for cabinets, doors, trims, moldings, stairs etc. is the owner's responsibility and should be done using the actual flooring material.
- 6) Noises such as but not limited to squeaking, popping and crackling by any cause other than the mis-milling of the tongue and groove.
- 7) Improper storage and handling
- 8) Improper site conditions including but not limited to low humidity and high humidity.
- 9) Improper installation. The floor must be installed according to NFCA & NWFA specifications.
- 10) Damage due to other manufacturers' products and installations including but not limited to improper preparation of or deficiencies in the subfloor/floor joist assembly, subfloor materials, fasteners, underlayment, etc.
- 11) Poor workmanship, negligence and abuse by flooring installers and other trades.

#### Please note:

Simba's warranty does not cover removal or replacement of cabinets, appliances, furniture or other fixtures.

If the flooring has faces checking, cracking or the customer has used any tape on the surface of the flooring, this will not be covered by Simba's warranty.

Gloss reduction is not considered wear.

Faces checking, cracking, are not covered by Simba's warranty.

Please note that floors must be installed in environments of 40% to 55% relative humidity to prevent possible damage not covered by warranty. Installation of a humidifier or dehumidifier may be necessary. The floor is designed to perform in an environmentally controlled structure. Warranty exclusions are, but not limited to, surface checking resulting from low humidity, mildew of discoloration resulting from extreme sub-floor moisture.

## Responsibility of the consumer/installer

- 1) Read and understand Simba's installation, care, maintenance instructions and warranty of engineered flooring.
- 2) Verify that the product is the product ordered in the quantity ordered.
- 3) Verify that the product is not damaged.
- 4) Ensure that subfloor and job environment meet NFCA & NWFA specifications.
- 5) Use industry standard floor care products and procedures.

#### Responsibility of the manufacturer

If a breach of the installation, care, maintenance instructions and warranty of engineered flooring is proven, the manufacturer's sole and exclusive responsibility is, at the option of the manufacturer, to:

- 1) Repair the defective boards
- 2) Replace the defective boards with the same or comparable product of our manufacture
- 3) Refund the portion of the purchase price for the section of defective floor on a prorate basis

#### To file a claim

- 1) The floor must have been purchased from an authorized dealer
- 2) Notify the authorized dealer from whom the floor was purchased, in writing, immediately when the problem is noticed. Describe the problem in detail.
- 3) Include:
  - a) A copy of the original purchase invoice clearly showing the product description, quantity ordered and price
  - b) Date of installation
  - c) Pictures clearly showing the problem
  - d) Sample boards if readily available and pertinent to the claim
- 4) Do not attempt to repair the problem without written approval from the manufacturer or it's authorized representative. This will void any warranty