

## Engineered Wood Flooring Residential & Commercial Limited Warranties

### **Environmental Conditions Moisture & Humidity / Floor Care & Maintenance:**

terra legno Engineered Wood Flooring is made with advanced technologies and are subjected to extensive quality control inspections per ISO 9001 2008 guide lines to ensure terra legno's high quality standards. The installer is the last quality inspector. Upon their inspection, Usage, Installation constitutes acceptance of product.

**Environmental conditions for moisture, Relative Humidity 35% - 60% and Temperature 60\* F to 80\* F should be as per terra legno Engineered Flooring guidelines. Not maintaining proper environmental conditions may result in damaging your terra legno wood floor which is not a warrantable claim.**

terra legno Wood Engineered Flooring will provide a low life cycle cost, and enduring performance in residential and commercial environments. Natural products, like wood flooring require proper maintenance. For best results a well - planned maintenance schedule should be strictly adhered to for residential and commercial areas. Commercial and higher traffic areas may require periodic recoating based on the wear and tear of the traffic. For best results, the perfect time to recoat the floor is when the finish is first starting to show signs of wear before the finish wears completely down to the wood bare wood. Proper maintenance of a prep and recoating of the floor will save one the increased costs and dusty interruptions of a complete sand and refinish.

terra legno Engineered Wood Flooring's Floor Care guide lines for the following terra legno finishes: NeoTech, Aluminum Oxide, and UV Oil floors are formulated to ensure enduring performance for residential and commercial usage. When maintained with recommended properly formulated maintenance products, terra legno provide a life time of service and enjoyment.

Wood is a natural, living material that responds to its environment. Factors such as unusual humidity levels (too dry or too wet), improper installation, inadequate acclimatization, improper handling, or excessive moisture can lead to cracks, face checks, delamination, or splits in certain floorboards. Boards with these defects should be set aside for replacement to qualify for warranty coverage. Once the floorboards are installed, the warranty no longer applies, as cracks and splits may result from external conditions beyond the manufacturer's control.

**1. Warranties Apply to Original Purchaser:** All terra legno Engineered Wood Flooring warranties, including implied apply, and only extend to, and not beyond to the original purchaser of the flooring. All warranties terminate if you sell or otherwise transfer the flooring or the property which the flooring is attached. Terra legno Engineered Wood Flooring's warranty is ONLY valid when purchased from an authorized dealer.

**2. Lifetime Manufacturing Structural Warranty:** terra legno Engineered Wood Flooring warrants to the original purchaser against any manufacturing defects resulting from improper milling or grading defects. terra legno Engineered Wood Flooring warrants the floor will remain free from defects in lamination, assembly, milling, dimension, and grading for as long as the original purchaser owns the floor.

**3. Thirty-Five Year Residential Finish Warranty NeoTech, UV-Polyurethane, Aluminum Oxide, UV-Oil:**

terra legno Engineered Wood Flooring warrants that when used under normal residential conditions, terra legno's factory finish will not wear through or separate from the floor for a period of thirty-five (35) years from the date of purchase. The original purchaser shall be fully responsible to properly provide proper maintenance and floor care as per terra legno's Engineered Wood Flooring's Floor Care Maintenance procedures and specifications. The finish must be worn through on more than 10% of the total floor area before terra legno Engineered Wood Flooring is obligated to take action under this warranty.

**4. Five Light Commercial Year Finish Warranty NeoTech, UV-Polyurethane, Aluminum Oxide, UV-Oil:**

terra legno Engineered Wood Flooring warrants that when used under normal light commercial conditions (boutiques, day care center, corporate offices) terra legno's factory finish will not wear through or separate from the wood for a period of five (5) years from the date of purchase. The original purchaser shall be fully responsible to properly provide

and maintain terra legno Engineered Wood Flooring as per terra legno's Engineered Wood Flooring's maintenance recommendations and specifications. The finish must be worn through on more than 10% of the total floor area before terra legno Engineered Wood Flooring is obligated to take action under this warranty

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**5. Three Year Commercial Finish Warranty NeoTech, UV-Poly-Urethane, Aluminum Oxide, UV-Oil:** terra legno Engineered Wood Flooring may be installed in high traffic commercial environments: public areas, hotels, retail store, museums, art galleries, libraries, and lobbies, terra legno's factory finishes will not wear through or separate from the wood for a period of three (3) years from the date of purchase. The original purchaser shall be fully responsible to properly provide and maintain terra legno Engineered Wood Flooring as per terra legno's Engineered Wood Flooring's maintenance recommendations and specifications. The finish must be worn through on more than 10% of the total floor area before terra legno Hardwood Flooring is obligated to take action under this warranty.

**6. Radiant Heat Installation Warranty applies to the original purchaser, the Manufacturing and Structural Warranty, when terra legno Radiant Heat installation instructions are followed.** Radiant heat for the purpose of this warranty is considered as Hydronic and air heated Radiant installations only and when applicable flooring products are used. This warranty does not cover the use of exotic wood several domestic hardwood species: Hickory, Cumaru, Ipe, Jatoba, Acacia, etc. unless specifically authorized by terra legno... The terra legno Radiant Heat Warranty does not cover Electric Radiant heat installations of any kind.

Wood flooring installations over radiant heat installations have inherent wood flooring characteristics are: moderate surface checking, cracking (more commonly found at the ends of the planks and around knots) shrinkage, gapping between planks, and slight cupping are all expectations associated with wood flooring installations over radiant heat and do not constitute a (warrantable) product defect.

**8. Warranty Coverage:** terra legno will, at its option, either repair and/or replace the flooring which is deemed to be defective or credit you for the portion of the purchase price attributable to the flooring which is found to be defective. Purchaser & or Installer are responsible to pay for shipping and handling for any replacement material along with any and all other costs related to the defective flooring (e.g., labor to remove Flooring, labor to install replacement flooring, additional materials required to install replacement flooring, removal of any household fixtures or furniture required to repair or replace the flooring, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement flooring is not guaranteed to match the original flooring in terms of color, tone, pattern or other natural characteristics of wood. These remedies are your sole and exclusive remedies under this warranty.

**8. Warranty Exclusions:** terra legno warranty does not cover indentations, scratches, or damage to the floor caused by negligence, or damage from any of the following causes:

- Failure to follow all of manufacturer's specific written installation, floor care and maintenance instructions
- Improper Installation, poor workmanship by an installer, repair man, or third party
- Improper Maintenance: use of non-approved cleaners and finishes, water, wet mopping,
- Extreme environmental conditions, moisture, relative humidity, extreme sunlight
- Flooring that has been installed with visible manufacturing defects
- Color variation of samples to product. Natural products like wood have inherent shade variations
- Bumps, dimples or imperfections caused by nailing machines, cleats or staples
- The use of any type of adhesive tape on UV Oil Floors
- Alterations to original manufactured products
- Damage resulting from spiked or high heeled shoes
- Damages caused by or relating to improper transportation, and storage
- Damages resulting from heavy items
- Erosion, pebbles, sand, abrasives,

- Misuse, abuse, accidents, pets, insects
- Natural wood discoloration and, or changes in color due to exposure to sunlight and ultra-violet light
- Natural expansion and contraction resulting in separation of boards
- Stains
- Tap Dance Studios
- Golf Club areas where spikes are worn
- This warranty does not cover manufacturing defects in flooring that has already been installed (whether glued, stapled, nailed, or floated). By proceeding with the installation, the installer or homeowner acknowledges that the flooring is acceptable. The manufacturer is not responsible for shipping or handling costs associated with replacement flooring, nor for any additional expenses incurred during the replacement process. These may include labor costs for removal and reinstallation, necessary materials, removal of household fixtures or furniture, or accommodation expenses if required during repairs or replacement. Warranty claims will not be honored if the flooring is rejected after installation.
- This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring. This warranty does not cover any defects unless the square footage of such defective flooring exceeds ten percent (10%) of the total square footage of your purchased Flooring.
- This warranty does not cover surface checking resulting from high or low relative humidity and/or mildew, discoloration, or cupping resulting from sub floor moisture.

**9. terra legno Engineered Wood Flooring is a natural wood product designed to equally beautiful as durable.** Wood flooring is hygroscopic therefore minor contraction and expansion may possibly occur. Changes in the product due to the natural properties of wood are not covered by this warranty. These occurrences and, or visual changes in the hardwood floor will frequently self-correct with seasonal climate changes and, or under normal environmental conditions. terra legno Engineered Wood Flooring will not repair or replace a floor due to natural changes caused by normal environmental conditions.

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**10. Problems and Assistance . . . Please Contact your authorized terra legno representative immediately.**

If your terra legno Engineered Wood Flooring fails to perform under this warranty terra legno Engineered Wood Flooring will decide what portion of the floor is defective and determine the cause of the problem. terra legno Engineered Wood Flooring will then at its option, repair or replace the portion of the floor that it determines to be defective and covered by this warranty. In the unlikely event that terra legno Engineered Wood Flooring is unable to repair manufacturing defects after a reasonable number of attempts, we will refund, if requested the purchase price of the portion of the floor terra legno determines to be defective. terra legno Engineered Wood Flooring will not refund installation costs or any amount beyond the purchase price of the floor,

**11. Warranty and Damage Limitations:** Any attempt to repair, replace, or refinish the floor prior to terra legno Engineered Wood Flooring's inspection and authorized repair actions will void this warranty. No dealer, contractor, installer, distributor, agent, sales person, or terra legno Engineered Wood Flooring sales representative is authorized to change or increase the terms or coverage of this warranty.

**12.** The preceding paragraphs set forth terra legno Engineered Wood Flooring sole obligations under this warranty. This warranty is in lieu of all other representations, collateral, agreements, conditions, or warranties of any kind, whether express or implied, including without limitation any condition or warranty as to the merchantability, fitness for a particular purpose, durability, suitability, quality, condition, or any condition or warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties which extend beyond the face hereof.

In no event shall terra legno Engineered Wood Flooring or its suppliers be liable for any direct, indirect punitive, economic, commercial, consequential, incidental or special damages resulting from use or loss of use or the

performance or nonperformance of terra legno Engineered Wood Flooring or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort, or otherwise. terra legno Engineered Wood Flooring's total liability under this warranty will not, under any circumstances, exceed the actual total price paid by the original purchaser for the flooring.

**13. Additional Conditions:** Certain conditions, exclusions and limitations set out in this warranty are not permitted or effective in some states. 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 may vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law, and terra legno Engineered Wood Flooring hereby specifically disclaims any such legal warranty to the greatest extent permitted by applicable law.