

## LIMITED WARRANTY - ALL SAWYER MASON STRUCTURED WIDE PLANK FLOORING

*(Note: This warranty does not cover finished-to-order or custom-finished products.)*

### LIFETIME STRUCTURAL WARRANTY

Sawyer Mason's warranty commitment is to provide high quality structured (engineered) hardwood flooring that is free from manufacturing defects in milling and lamination for the lifetime of the product.

### FINISH WARRANTIES

Sawyer Mason products are covered under these finish warranties when cleaned and maintained per the guidelines given for the finish type. For flooring and items finished with UV-oil, this maintenance may require re-application of oil by a flooring professional during the period of this warranty, and the need for such re-application does not constitute a product failure. The frequency of the maintenance required to maintain a wood floor finished with UV-oil may vary significantly from one setting to the next depending on foot traffic. Floors finished with UV-oil used in a commercial setting may require frequent re-oiling. With UV-oil finished floors, water and other liquids left for prolonged periods without being wiped up may cause spotting, which is normal and will not be considered a product defect. Gloss reduction is not considered wear through and is not covered under this warranty.

### RESIDENTIAL FINISH WARRANTY

Sawyer Mason warrants that, under normal residential conditions and with proper cleaning and maintenance as prescribed for your floors, the finish on Sawyer Mason's flooring products will not wear through to raw wood in any single area for 10 years from the date of purchases, will not wear through to raw wood over an area consisting of 10% or more of the total installed area for a period of 15 years from the date of purchase, and will not wear through to raw wood over an area consisting of 20% or more of the total installed area for a period of 25 years from the date of purchase.

### LIGHT COMMERCIAL WARRANTY

Sawyer Mason further warrants that, under normal light commercial conditions and with proper maintenance as prescribed for your floors, the finish on Sawyer Mason's flooring products will not wear through to raw wood in any single area for 3 years from the date of purchase. Light Commercial areas are defined as public or commercial spaces with light to moderate traffic and infrequent liquid spills, and do not include food preparation, food service or public dining areas, areas where people form lines such as in front of cash registers, areas where furniture is frequently moved such as auditoriums, or high traffic areas such as classrooms and near elevator doors.

These warranties are given only to the original retail purchaser of the flooring. No warranties are transferable. Sawyer Mason reserves the right to verify and inspect any and all warranty claims. Warranty claims may be investigated and inspected by company personnel and/or NWFA Certified Hardwood Flooring Inspectors at our option. Some defect claims may require the removal of samples for analysis. Responsibility for replacement costs of materials will be determined after cause and analysis is made. Sawyer Mason will repair and/or replace any material deemed defective at our option. Sawyer Mason will directly reimburse the original purchaser. In the event that the defective flooring is unable to be repaired in a reasonable number of attempts, Sawyer Mason will reimburse the original purchaser the purchase price of flooring for the defective portion of the floor.

### CUSTOMER RESPONSIBILITIES

- Customer must retain the original sales receipt.

- Customer must follow the Sawyer Mason Installation Instructions and the Care & Maintenance Instructions applicable to the product installed (hereafter referred to as "Installation Instructions.")
- Customer must follow proper maintenance and floor care procedures, using proper maintenance and cleaning products as prescribed for their floors. Please refer to specific Care & Maintenance for your floors.
- Hardwood flooring is a natural product. Wood expands and contracts according to humidity and moisture conditions. It is very important that engineered wood flooring be thoroughly acclimated to a controlled environment before it is installed.

### **INSTALLER RESPONSIBILITIES**

- Follow Installation Instructions carefully.
- Confirm that the flooring has been properly acclimated.
- Verify that installation and/or site conditions are adequate for the installation in accordance with the Installation Instructions. Ensure that humidity and temperature conditions are maintained during acclimation and installation.
- Verify that the subfloor is clean, dry, flat, and structurally sound per the requirements listed in the Installation Instructions.
- Check the flooring for manufacturing defects and/or visible damage. Verify prior to installation that any hardwood flooring that will be installed has been manufactured within acceptable tolerances and is visually satisfactory to the end user. When in doubt, do not install.

### **WARRANTY DISCLAIMERS: ITEMS NOT COVERED BY SAWYER MASON WARRANTY:**

- Wood flooring installed in full bathrooms with a shower or tub
- Damage caused by fire, flooding and other natural disasters and/or Acts of God
- Damage caused by negligence, accidents, misuse or abuse
- Damage caused by vacuum cleaner beater bar or hard heads
- Damage caused by appliances, furniture and casters
- Damage caused by cutting from sharp objects
- Damage to the coating caused by tape or other adhesive products
- Reduction in gloss, scratches, or indentations due to sand, pebbles or other abrasives, debris, pets, insects, construction traffic, or failure to maintain the floor as required
- Color, shade, or texture variations between samples, printed color photography or replacement flooring and original flooring material
- Changes in color due to exposure to air, sunlight or age
- Noises (squeaks, etc.) associated with anything other than the mis-manufacture of the flooring
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners including but not limited to uneven subfloor surfaces, floor deflection, voids in the subfloor, or excessive moisture in the subfloor.
- Natural expansion and contraction resulting in separation between boards or damage caused by excessive high or low humidity
- Minor cracks or separations between the flooring boards caused by expansion and contraction due to seasonal changes
- Cupping or crowning in the flooring boards due to excessive moisture or low humidity
- Products designated "As-Is" or "Non-Standard"
- Construction or installation-related damage

- Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including without limitation to broken or leaking water pipes, flooding, wet mopping spills or weather conditions
- Installation defects including installations made in violation of applicable state or local housing or building codes, or contrary to the Installation Instructions

**COLOR DISCLAIMER:**

There are color and pattern variations in all wood. This is a characteristic of a living tree. All wood will undergo natural color changes from the effects of oxidation and ultraviolet light. In some species such as American Cherry, Walnut, Thermo-treated Oak and some exotics, this color change is more pronounced. This is not a product defect and is not covered by the warranty.

**RADIANT HEAT:**

When the Installation Instructions are followed, using Sawyer Mason Structured Wide Plank Flooring with a top layer made of a species from the list of warranted species and of an appropriate plank size, as outlined in the “Radiant Heat Systems” section of the Installation Instructions, then the Sawyer Mason Engineered flooring is fully warranted over radiant heat. The warranty will be void if any of the requirements in the “Radiant Heat Systems” section of the Installation Instructions are not fully met. NOTE: In wood flooring installations over radiant heat, moderate surface checking, cracking (especially at the ends of boards and around knots), shrinkage, gapping between planks, and slight cupping are all to be expected and do not constitute a product defect.

**WARRANTY EXCLUSIONS:**

It is the responsibility of the installer to inspect the flooring for manufacturing defects and/or visible damage prior to installation. Sawyer Mason accepts no responsibility for liabilities, claims, or expenses, including labor costs, where flooring with visible defects has been installed. No retailers, distributors or employees have the authority to alter the obligations, limitations or exclusions under any of the Sawyer Mason warranties. Sawyer Mason excludes and will not be liable for or pay incidental, consequential or special damages under any warranties. This applies to any loss, expense, or damage other than to the flooring itself that may result from a defect. These limited warranties constitute the only express warranties for the products purchased. To the extent permitted by law and for all non-consumer products, all warranties other than Sawyer Mason limited warranties express or implied, including any warranty merchantability or fitness for a particular purpose, are disclaimed. If any implied warranty arises under state law, any and all implied warranties (including any warranty of merchantability and fitness for a particular purpose) are limited in duration to the duration of this written warranty, to the extent allowed by law. Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply. These warranties give the customer specific legal rights, and the customer may also have other rights that vary from jurisdiction to jurisdiction.