

# HILLCROFT

TOM DUFFY COMPANY

## WARRANTY

Thank you for your new hardwood purchase. We make every effort to ensure your complete satisfaction by manufacturing to the highest quality standards. Every strip goes through numerous quality inspections not only during production, but also prior to packaging and shipping. The warranty described below is solely extended to the original purchaser and is subject to the procedures, limitations, disclaimers and exclusions set forth herein. This warranty covers only approved product applications as recommended by the Manufacturer.

### MOISTURE AND HUMIDITY - READ THIS PRIOR TO INSTALLATION

Room temperature and humidity of installation area should be consistent with normal, year-round living conditions for at least a week before installation of wood flooring. Room temperature of 65-75°F and a humidity range of 35% - 65% should be maintained during acclimatization, installation, and at all times afterward. Warning - humidity levels below these recommended levels will likely cause movement in the flooring, including gapping between pieces and possible cupping and checking in the face. The Manufacturer cannot be held responsible for site conditions. Flooring formats, such as plywood based engineered wood flooring, are particularly susceptible to showing movement such as edge/end shrinking and face checking from relative humidity below the stated minimums on site and/or tip raising and subsequent end shrinking if installed over a wet subfloor.

### PRE-INSTALLATION WARRANTY

The Manufacturer warrants to the original purchaser that each of these products meets our quality standards. You and/or your Installer should carefully inspect the material before installation. Since wood is a natural product, there are possibilities for variation in color, tone and grain. Such variations are not covered by this warranty. Please note that all hardwood floors have a cutting waste tolerance of 10%.

Wood is a natural, living material that reacts to the surrounding environment, it is possible that certain factors (e.g., unusual humidity levels {too dry or too wet}, improper installation, improper handling, a lack of acclimatization, moisture {too dry or too wet}, etc.) may cause cracks, face checks, and/or splits to appear in certain boards of your floor. Boards with cracks, face splits, and/or splits must be put aside for replacement for warranty coverage to apply. Once floor boards are installed, warranty coverage is no longer applicable because cracks and/or splits may result from various external factors out of the manufacturer's control.

### LIMITED STRUCTURAL INTEGRITY WARRANTY FOR AS LONG AS YOU OWN YOUR FLOORS

The Manufacturer warrants to the original retail purchaser of its products that the flooring material, in its original manufactured condition, shall be free from manufacturing defects in milling and grading for as long as you own your Flooring (except as otherwise noted below)

### 30 YEAR RESIDENTIAL SURFACE FINISH LIMITED WARRANTY

The surface finish for Flooring purchased for residential use is warranted by the Manufacturer not to wear through or separate from flooring for 30 years from the date of retail purchase under normal residential traffic conditions so long as all care and maintenance instructions provided by the Manufacturer are followed. Failure to do so will void this warranty.

### 5 YEAR COMMERCIAL SURFACE FINISH LIMITED WARRANTY

The surface finish for Flooring purchased for commercial use is warranted by the Manufacturer not to wear through or separate from flooring for 5 years from the date of retail purchase under normal commercial traffic conditions so long as all care and maintenance instructions provided by the Manufacturer are followed. Failure to do so will void this warranty. All Flooring warranties, including any implied warranties, apply to the original retail purchaser of the Flooring only. All warranty coverage terminates if you sell or otherwise transfer the Flooring or the property to which the Flooring is attached.

### LIMIT ON IMPLIED WARRANTIES

To the greatest extent permitted by law, any implied warranty on flooring, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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### WHAT THIS WARRANTY DOES NOT COVER

In order to be covered under this limited warranty, the Flooring must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided to you with the Flooring. This warranty does not cover damage arising from improper installation of the Flooring. In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of the Manufacturer's Flooring products.

The Manufacturer offers no additional warranties, express or implied, other than those set forth herein. Neither your retailer nor anyone else has the authority to alter the terms of this warranty. Any representations or promises made by your retailer or installer are not binding on the Manufacturer. This warranty does not cover natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity that wood floors may experience, based on weather conditions or other outside forces.

This warranty does not cover cupping, delaminating, and/or crowning due to excessive moisture or humidity. This warranty does not cover damage resulting from the failure to properly maintain Flooring and may be voided due to your failure to follow all of the Manufacturer's care and maintenance instructions.

This warranty does not cover damage caused by improper or incorrect use or application of any product on Flooring.

This warranty does not cover naturally occurring elements of wood flooring, including but not limited to, open knot holes, pits, worm holes, grading, lengths, natural occurring wood characteristics such as variations in grain, color, mineral streaks or other characteristics resulting from true craftsmanship or hand-scraping of Flooring.

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 manufacturing defects in Flooring that has been installed (glued/stapled/nailed/floating). By installing the flooring the Installer/Homeowner constitutes the flooring is acceptable. The Manufacturer will not be liable for any shipping and handling for any replacement Flooring, along with any and all other costs related to the replacing the 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 restitution, etc.) if the floor is rejected after the flooring has been installed.

The Manufacturer must be notified of any such manufacturing defects before the Flooring is installed. If not properly notified, the Manufacturer shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Flooring. The Manufacturer will not be liable for any shipping and handling for any replacement Flooring, along with any and all other costs related to the replacing the 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, restitution, etc.).

This warranty does not cover variances in grain or color found in samples or photographs supplied by dealers or variances in grain or color between samples and Flooring actually received by you.

This warranty does not cover any change to the Flooring caused by exposure to light and oxygen, including any color change or the development of a unique patina over time. Color variations in wood flooring are a natural occurrence due to species, age or character of flooring and exposure to UV light or sunlight. For these reasons, new and/or replacement flooring may not match display samples and/or existing flooring exactly. Gloss reduction is not considered surface wear.

This warranty does not cover indentations, scratches or other damage caused by negligence, intentional acts, water and/or moisture, sand, stains, fire, water, moisture, excessive heat, excessive dryness, erosions, pebbles, sand or other abrasives, pets, insects, spiked heel shoes, weather conditions or natural disasters, color variations, and naturally occurring wood characteristics abuse or other misuse of the Flooring.

This warranty does not cover any claims about the average lengths of the product. Any documents that describe the average lengths are not official and only an estimate.

This warranty does not cover any spills on the floor (paint, construction material, food, liquid, chemicals, etc.)

This warranty does not cover damages resulting from the failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels.

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.

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This warranty does not cover apply to extreme conditions. The humidity level in the home must be in the 40%-60% range throughout the year using air conditioners, humidifiers or dehumidifiers as appropriate. This warranty does not cover damage caused by moisture penetration through the sub-floor, flooding, leaking, plumbing, overflowing sinks or similar water damage. This warranty does not cover any insect infestation after the product as left the factory. This warranty does not cover normal exposure to sunlight will bring changes in shading of any hardwood floor as the floor ages. Area rugs should be moved occasionally because they block sunlight and may give the appearance of discoloring under the rug. This is not a product defect. This warranty does not cover scratches, dents from drag or moving furniture on the Floor  
This warranty does not cover to any product or products designated as seconds, rustic, cabin, closeouts, off-goods or non- standard items. Any product(s) so designated is sold "As Is."

This warranty does not cover the Flooring once the Flooring has been glued/stapled/nailed. It is the responsibility of the Installer and/or the Owner to inspect each board prior to installation and if there is any defect noticed after installation the Installer and/or the Owner will be responsible for any cost and the Manufacturer will not accept responsibility. The Manufacturer recommends racking out the Floor prior to installation and if the Installer and/or the Owner do not like the Flooring, DO NOT install the Floor. Once the flooring has been installed (glue/staple/nail/floating) the Installer and/or the Owner has accepted the flooring even if the owner is not present. The Manufacturer will not accept responsibility for costs of the product, for shipping and handling for any replacement Flooring, along with any and all other costs related to the replacing the 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, restitution, etc.).

This warranty does not cover damage resulting from the failure to follow manufacturer's installation and maintenance instructions, including but not limited to the failure to use approved adhesives, moisture barriers, and failure to follow the Manufacturer's flooring product maintenance instructions. The Manufacturer recommend that you use only the  
Manufacturer's approved maintenance products to clean and maintain your Flooring. Homeowner/End User would need to prove proper maintenance was followed Use of cleaning or maintenance products other than those specially formulated for the Flooring, or improper use or application of any cleaning or maintenance product, may cause damage to the Flooring and may void this limited warranty. This warranty does not cover any restitution to the Distributer /Retailer /Installer /Contractor /Owner. This warranty is not transferable.

### WHAT THE MANUFACTURER WILL PROVIDE

The Manufacturer will, at its option, either repair and/or replace the Flooring which is defective or credit you for the portion of the purchase price attributable to the Flooring which is defective. Homeowner/Installer are responsible to pay for shipping and handling for any replacement Flooring, 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.

### YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### GOVERNING LAW, FORUM AND VENUE

This warranty shall be interpreted in accordance with the laws of the State of New York, without regard to any choice of law provisions which might otherwise apply in New York or elsewhere. The Manufacturer and customer agree that the Superior Court of New York shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or the Manufacturer. You acknowledge and agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of New York, State of New York. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

Manufacturer Installation Guidelines are intended to offer general guidance as it relates to the Manufacturer and are NOT a replacement for a professional, certified installer. All Flooring MUST be installed according to the National Wood Flooring Association's (NWFA) installation guidelines in order for the Manufacturer Warranty to be valid. The most current publication of the NWFA guidelines is available to all NWFA members, and can be found at [www.nwfa.org](http://www.nwfa.org).

Due to the natural materials and unique finishing processes, wood products may experience tonal and color variation between planks depending on time in or out of the box and conditions such as weather, temperature, location, moisture levels or proper maintenance and installation. To avoid dramatic variation mainly caused by aging, it is recommended installation be completed from the same lot. This warranty is required to be shared with the Distributer/Dealer/Contractor/Installer/Homeowner prior to installing the flooring.