

# WARRANTIES

## SOLID HARDWOOD





## **LIFETIME LIMITED STRUCTURAL WARRANTY ON SOLID HARDWOOD FLOORING**

Beaulieu Canada warrants to the original purchaser of its hardwood flooring product ("product"), that is properly installed in their residential property, that the product shall remain free of manufacturing defects in milling, dimension, lamination or assembly (as applicable) for as long as the original purchaser owns the residential property.

NOTE: *Industry standards allow a tolerance in quality variation not exceeding 5% of the total quantity purchased.* Beaulieu Canada will replace any defective material in excess of this tolerance excluding any labour or related costs. The owner is responsible for final inspection of the product before installation. If the owner hires a third party to install the product the owner is responsible for that party's judgment. Material already installed will be deemed acceptable by the owner or installer and will not be considered for warranty. This warranty is subject to restrictions and limitations.



## **25 YEAR LIMITED WARRANTY ON SOLID HARDWOOD FLOORING FINISH**

In addition to the limited structural warranty set out above, Beaulieu Canada also warrants to the residential property owner that the product's finish will not wear through for a period of 25 years from the date of purchase under normal residential traffic conditions, also subject to restrictions and limitations.

## **WHAT THESE WARRANTIES COVER – HARDWOOD (APPLIES TO ALL PRODUCTS)**

These warranties only apply to products intended for installation in non-commercial residential premises (single-family homes, condominiums, townhouses, etc.). If a defect covered by these warranties appears during the warranty period, Beaulieu Canada will, at its option, repair or replace the defective product. Labour costs for removal and reinstallation of product are not included.

These limited warranties do not include the cost of moving furniture or other heavy objects. The owner is responsible for providing a clear floor area to allow warranty repair work to be carried out without hindrance. Replacement product is warranted for the remainder of the original warranty period.

### **EXCLUSIONS**

The following are not covered under this warranty:

- Damage to product resulting from improper storage, handling or installation;
- Damage caused by accidents, abuse or natural disasters such as standing water, water leaks, fire, flood, earthquake;
- Damage from neglect, pets, pebbles, other abrasives, insects, spike-heeled shoes, improper maintenance (including use of cleaning products other than those recommended by Beaulieu Canada);
- Damage resulting from poor or defective workmanship or materials in the construction of the subfloor joist assembly including, but not limited to, excessive floor deflection, uneven or irregular subfloor surface or voids in the subfloor;
- Damage from impact of falling objects;
- Damage resulting from excessive moisture or dryness from any source or cause;
- Normal wearing of the finish in high traffic areas, pivot-points and seating areas;
- Construction traffic abuse to the surface of the flooring;
- Damage resulting from application of finishes other than Beaulieu Canada finishing products – including refinishing or recoating.

### **LIMITATIONS**

The following limitations and conditions also apply:

- All preventive and regular maintenance prescribed by Beaulieu Canada must be followed. Contact your dealer or Beaulieu Canada for details. Please have your invoice ready to identify your product;
- Variations in both colour and visual features are normal characteristics of real wood products and do not constitute defects;
- Change in surface gloss in traffic areas is normal and not covered by this warranty;
- Industry standards allow a maximum 5% irregularity in production. Such defect may be manufacturing or natural. Concerns about the grade should be directed immediately to the place of purchase for review by Beaulieu Canada. Should there be any indication that a piece of flooring may be defective as to manufacturing, factory finish or grade do not install the piece;
- Prior to starting installation, the moisture level of wooden subfloors must be between 6% and 12% and the difference between the subfloor and flooring material must be less than 4%. When applicable, moisture content of concrete subfloors must be < 3%;

## **WHAT THESE WARRANTIES COVER – HARDWOOD (APPLIES TO ALL PRODUCTS) (CONTINUED)**

- Problems caused by water from broken pipes, flooding, excessive subfloor moisture content or excessive relative humidity in the area of the installation are not covered by this warranty;
- With Natural products, change in colour from regular exposure to sunlight will occur and is not a defect – area rugs should be moved at intervals to limit colour contrast between covered and uncovered floor surfaces;
- White stains and pastel colours will amber more quickly than other finishes – this is normal wear and not a defect;
- Damage resulting from insufficient or excessive humidity levels will not be covered. Wood flooring is a natural product and will shrink in the winter from the dry heat and expand in the summer from the humidity. Always maintain a humidity level of 45% to 55%. This may require a humidifier in the winter and a dehumidifier in the summer;
- These warranties do not apply to any product designated as off-goods including, but not limited to, economy grade, rustic grade, cabin grade, second quality, specials or non-standard items. Products so designated are sold “AS IS”;
- Beaulieu Canada reserves the right at any time to modify or discontinue any of its products and will not be liable as a result of any such change. If original product or colour is no longer available, Beaulieu Canada may substitute reasonably comparable products.

### **GENERAL**

These warranties apply only to the original purchaser and to flooring in its original installation, and are not transferable. Ensure you keep your original receipt as proof of purchase. If a problem appears which is covered by these warranties, the original purchaser should contact the dealer immediately and describe the problem.

The consumer and installer are responsible for final inspection and approval prior to permanent installation. Before installing, lay out the flooring, blending the planks from several cartons to determine optimum appearance. Beaulieu Canada is not responsible for labour costs to replace visibly defective product after installation.

No person other than a Beaulieu Canada claims department representative is authorized to accept or refuse a warranty claim. No person is authorized to waive or modify the terms of this warranty. Beaulieu Canada reserves the right to designate a representative to inspect the floor and remove samples for analysis prior to accepting or refusing any claim. No repairs (except for urgent and necessary repairs) may be made until after such inspection or until Beaulieu Canada indicates that such inspection is not required.

## WHAT THESE WARRANTIES COVER – HARDWOOD (APPLIES TO ALL PRODUCTS) (CONTINUED)

### **LIMITATION OF IMPLIED WARRANTY**

The duration of any implied warranty including, without limitation, implied warranties or merchantability or implied warranties of fitness are expressly limited to the duration of the applicable warranty period. Some Canadian provinces and U.S.A. states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### **EXCLUSION OF CONSEQUENTIAL DAMAGES**

Beaulieu Canada hereby excludes coverage of all consequential damages of any kind resulting from the breach of these warranties or from any failure to perform under the terms of these warranties including, without limitation, any damage to the building in which the flooring is installed or to the property contained therein, any injuries sustained by any person or any economic losses, commercial losses, loss of time, loss of use of the building or incidental charges such as telephone, travel or lodging expenses. Some Canadian provinces and U.S.A. states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The warranties described above are the sole and exclusive warranties provided by Beaulieu Canada. Beaulieu Canada expressly disclaims all other express warranties, whether oral or written, and Beaulieu Canada is not responsible or liable for any promises, representations, commitments or agreements made by employees, agents or representatives of Beaulieu Canada which are not in accordance with the warranty above.

These warranties give you specific legal rights and you may also have other rights which vary from province to province (state to state in the U.S.A.) these warranties do not modify or limit those rights but shall run concurrently with them.

**CANADA ONLY:** Any provision of this warranty which is incompatible with some public order legislation will not invalidate the remaining provisions of these warranties. Some legislation may forbid restrictions upon warranties granted by law. In cases covered by such legislation, these restrictions do not apply.

The warranty terms set out above apply to all products sold after September 1<sup>st</sup>, 2007 and replace all previous warranties.

For complete warranty details refer to the Beaulieu Canada web site:

[www.beulieucanada.ca](http://www.beulieucanada.ca)