

## **Residential Warranty**

**PROVINCIAL SERIES Hardwood flooring** is an Engineered wood product, laminated for dimensional stability. During manufacture, and shipping the product is held in moisture controlled conditions to maintain stability & avoid stress being developed in the product through exposure to outdoor humidity. Storage of the product prior to installation needs to be in a dry, heated area. Provided installation is done in accordance with instructions available on this site, our flooring will enhance your home's value, comfort and provide many years of low maintenance service. Regrettably the vast majority of problems encountered stem from one of the following: 1. Lack of sub-floor preparation. Frequently not sufficiently flat, and in some cases too much moisture. 2. Lack of proper in home humidity control. Often far too dry causing shrinkage and related problems. 3. Improper maintenance products, or expectation that the floor or finish is "Indestructible"

**We caution owners and installers, to ensure that installation procedures as detailed in the instructions are followed, and maintain the correct site conditions of humidity and maintenance, otherwise the warranty may be voided.**

**Structural Performance:** PROVINCIAL SERIES Hardwood flooring is warranted against factory defects which would prevent assembly. Boards which are not straight, or miss-machined such that adjacent boards are at different elevations upon assembly. (Commonly called 'Overwood') If such problem occurs immediate replacement is ensured provided the product is not installed.

**PROVINCIAL SERIES** Hardwood flooring is lifetime warranted against structural failure (de-lamination) , given the following site conditions handling, installation, maintenance & use are established to have been met.

**PROVINCIAL SERIES** Hardwood flooring is warranted in installation over Radiant heated sub-floors subject to limitations below.

**Finish Performance:** PROVINCIAL SERIES Hardwood flooring is warranted to be free of impurities, scuffing or abrasion marks upon delivery. **Hardwax** finish does not 'flake', 'peel' or de-laminate from the wood. Oil or Hardwax finish must be properly maintained to validate warranty.

**Water-based** Finish is wear warranted for 5 years from date of purchase.

**UV cured Polyurethane or Acrylate** finishes in residential use are warranted for 10 years from date of purchase.

- In commercial use UV cured Polyurethane finish's are thicker, with stronger durability but are warranted for 3 years only.

NOTE - Finish performance warranties are pro-rated, and Trademark appointed personnel must assess on site conditions prior to contemplation of warranty remedy.

**Appearance warranty:** Provincial Collection flooring includes all naturally occurring variations or lack thereof which occur in the Tree, provided these do not present risk to the homeowner in service. Therefore there is no 'warranty' per-say of appearance. It is the obligation of Owner & Installer to confer on what 'look' is acceptable in various areas of the site, and order the correct grade and appearance.

**NOTE**

1. Installation implies acceptance. No warranty or discount remedy will be offered for appearance, finish related, or machining objections after the product is installed.

2. Warranty provisions apply to the original purchaser. (Not transferable)

**Limitations of Warranty Installation:** must be in accordance with instructions available from your dealer. Relative humidity: in the area of use must be maintained within the range of 30 - 55% year round. Shrinking of the product can occur at humidity levels below this range, causing opening of joints. Since maintenance of the humidity in your home is beyond the control of the manufacturer, we do not warrant against open joints or other conditions resulting from lack of humidity. \* This condition, we point out, will occur in all hardwood floor, and is not warranted against by any manufacturer. Discoloration : of flooring due to exposure to sunlight, or from oxidation is not warranted against. Areas covered by area rugs or furniture will not 'age' or change consistently with surrounding floor. Further, in the event of board replacement, the new board will not be faded or coloured the same as surrounding ones and it will take time for the colour to become the same. In the interim, no remedy for this condition is possible. Heated floors surface temperature must not exceed 74 F, 23 C and should not be cycled up and down repeatedly.

**\*\* NOTE** - Wood flooring installed over heated floors can develop open defects which require sanding and repair. This is a normal occurrence for which repair may be necessary, but which does not constitute a warranted defect for which financial responsibility is accepted under this warranty. Replacement of boards may be necessary however this is specifically not, included, implied, or otherwise construed to be in the warranty.

**Exclusions:**

We accept no liability for claim in the event of failure of flooring, which in the sole opinion of our representatives is the result of:

1. Structural changes or weakness in sub-floors, cracking or settlement of the building.
2. Uneven sub-floor or that which has not been adequately flattened using fillers or sanding/grinding down ridges etc.
3. Scratching or denting caused by heavy objects having been dragged across the floor, pets nails, unprotected furniture legs, grit, stiletto heeled shoes, or damaged "spike" heeled, golf shoes or the like.
4. Water spillage or leakage from appliances & fixtures, or other natural disasters.
5. Washing of the floor with water.
6. Failure to follow installation instructions, including protecting the floor from sub-floor moisture.
7. Excessive or inadequate humidity in the home as noted above & in installation instructions.

**Notes**

1. Obligation to replace defective boards after installation will not carry obligation to resurface surrounding boards.
2. Due to naturally occurring variations in Rustic grades, appearance warranting applies to Contemporary grades only. Performance aspects of Rustic grades are however warranted.

**Maintenance:** To validate the preceding warranty, the following recommendations must in the opinion of TRADEMARK International, or appointed agents have evidently been followed.

1. Regularly vacuum or dust the floor.
2. Periodically clean the floor with wood floor cleaner, flooring dealers can provide.

3. If installed near entrances, use mats to trap grit which otherwise can damage & prematurely wear the surface. Such mats need to protect the flooring from excessive water, born in on footwear in the form of rain or snow.
4. Good quality 'felt' floor protectors must be installed on furniture legs, and replaced regularly.
5. Wipe up spills promptly, using absorbent cloth or tissue. 7. Do not wash or "Damp mop" your floor with water & vinegar. Follow instructions.
6. Do not use strong ammoniated cleaners, or scrub with steel or copper wool scrubbers.
7. Do not use lacquer thinner or acetone, to attempt to remove spots. Instead use wood cleaner.

Claims procedure: Claims reported will result in Trademark personnel confirming and assessing the problem. We retain the right to inspect any claim installation site for evaluation prior to remedial action. Actions taken without our approval are not our financial responsibility .

**Remedy:** At it's sole discretion the appointed & authorized agents of TRADEMARK International shall determine the most likely cause of any problem, and determine the extent of remedy through repair, replacement or refund of value up to the original cost of the flooring product. Installation technique or costs are variables beyond our control hence these are not part of settlement. NOTE (1) This warranty is prorated.

Except as stated herein, no other warranty, expressed or implied, is provided, including any warranty of fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided.

In no event shall TRADEMARK International be liable or in any manner responsible for any claim, loss or damage arising from the purchase, use or inability to use its products for any form of special, indirect, incidental, or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive or exemplary damages. Any claim for warranty coverage must be made within one year of the date upon which the defect first became known or first should have been discovered. All claims must be made in writing. In order to make any claim under this warranty, evidence of the purchase date and the identity of the

original purchaser and installation location must be provided and without such proof, no warranty coverage will apply.