

# Forest Hill

**WARRANTIES** 

Last revision: 1/4/2024

#### **COMPREHENSIVE WARRANTY PROGRAM**

This document details coverage and limitations for the following warranty for hardwood flooring:

Lifetime Residential Structural and Finish Warranty

### **EXECUTION 2** LIFETIME RESIDENTIAL STRUCTURAL AND FINISH WARRANTY

The manufacturer warrants all its flooring products, in their original manufactured state, to be free from defects in lamination, assembly, milling, and grading, to the original purchaser or life of the floor. This warranty is non-transferable. The manufacturer also warrants, to the original purchaser, that the finish will not wear through for the life of the floor. For all the Forest Hill Hardwood Collection aluminum-oxide finished products. This warranty is non-transferable.

Installations must be performed in accordance with Eastern Flooring Products® Installation Instructions. Failure to install and maintain under the guidelines of these manufacturer's instructions will void all warranties. It is the responsibility of the installer and/or end user of the material to inspect boards prior to installation. Eastern Flooring Products® accepts no responsibility for costs of product or labor when boards with visible defects have been installed. Once installed, the flooring has been deemed acceptable by the installer.

Wood color, tone, and graining variations in flooring are a natural occurrence due to species, age, character of flooring and exposure to UV light or sunlight. For these reasons, new and/or replace flooring may not match display samples and/or existing flooring.

Eastern Flooring Products® is not responsible for color variation of product and/or samples for the consumer matching flooring to other wood products, such as cabinets, stair railings, trim and moldings. Naturally occurring wood characteristics such as variations in grain, color, mineral streaks and knots, are not considered defects.

Normal exposure to sunlight will bring about changes in the shading of any hardwood floor as the floor ages. Area rugs should be moved occasionally as they block sunlight and may give the appearance of discoloring under the rug. This is not a product defect.

The sole obligation and liability of Eastern Flooring Products<sup>®</sup>, under our stated warranties, is to repair, in whole or in part, replace, or refinish the original product that failed to comply with the applicable warranty. Eastern Flooring Products<sup>®</sup> shall retain sole authority to select the best means possible to satisfy the original purchaser.

Under the terms of these limited warranties, Eastern Flooring Products® will not be liable for indirect, special, incidental, consequential or other cost, expenses or damages of any kind to the purchaser, no matter what the cause. An Eastern Flooring Products® representative has the right to inspect



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any warranty claim. Eastern Flooring Products® will not process any warranty claim on product that has been removed after installation, prior to an inspection by an Eastern Flooring Products® representative. It is critical that all installations are done in compliance with all installation instructions.

#### Also not covered under Eastern Flooring Products® hardwood warranties are:

- · Wood flooring installed in high moisture areas such as full bathrooms with a shower or tub.
- · Damage caused by fire, flooding, and other natural disasters and Acts of God.
- · Damage caused by negligence, accidents, misuse or abuse.
- Damage caused by vacuum cleaner beater bar or hard heads (see care and maintenance quidelines).
- · Damage caused by appliances, furniture and casters (see care and maintenance guidelines).
- Damage caused by cutting from sharp objects (see care and maintenance guidelines).
- Reduction in gloss, scratches or indentation due to sand, pebbles or other abrasives, pets, insects, construction traffic, or failure to maintain the floor as required *(see care and maintenance guidelines)*.
- Color, shade, or texture variations between samples, printed color photography or replacement flooring and the actual material.
- Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g., cabinets, stair railings, trim, etc.).
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Noises (squeaks, etc.) associated with anything other than the manufacturing defects of the flooring.
- · Naturally occurring wood characteristics such as variations in grain, color, mineral streaks and knots.
- Changes in color due to exposure to sunlight and age.
- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.
- Products designated as "thrift," "antique," "tavern," "bargain, "seconds," "economy grade," "close-out," "off-goods," or "nonstandard." Such products are sold "AS IS."
- Floors that are installed in other than owner-occupied or tenant-occupied residences.
- Commercial installations of residential products.
- Construction or installation-related damage.
- Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping spills or weather conditions.

Warranty Disclaimers and Exclusions: Eastern Flooring Products® warranties do not cover the above mentioned items, as well as stains or damage caused by water, moisture, excessive heat or excessive dryness, erosion, or other abrasives, spiked heel shoes, failure to follow all the manufacturer's written installation and/or maintenance instructions, improper maintenance, insufficient protection, misuse or improper alterations of the original manufactured product.

Eastern Flooring Products® warranties do not cover natural expansion and contraction resulting in separation between boards, or damage caused by low or excessive humidity. Faulty vapor barrier, plumbing leaks, floods, extreme weather conditions, or Acts of God will void the warranties. Heating and ventilating must provide a controlled environment to maintain relative humidity between 35%-55%. Moisture emission of concrete must not exceed 3.0lbs per CACI test method. Maximum moisture content of wood subfloor must not exceed 12% using a pin type moisture meter.

No warranties apply to any product(s) designated as thrift, antique, tavern, bargain or cabin grades, seconds, economy grade, drops or non-standard items. Any product(s) so designated are sold "as is".

This writing is the complete and exclusive statement of the express warranties provided herein and is in lieu of all other express and/or statutory warranties by the manufacturer, to the extent provided by Texas State law. Eastern Flooring Products® assumes no liability for incidental or consequential damages. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you the specific legal rights, and you may also have other rights that vary from state to state. The sole remedy provided herein is the repair, refinish or replacement of defective products, or refund for defective products.