



Engineered Hardwood Warranty Guide

INSTALLER/DEALER: Proper handling, storage, and installation is your responsibility. Store flooring in a dry place and acclimate it to proper conditions before installation. Installer responsibility includes final inspection of flooring prior to installation. The warranty does not cover flooring with visible defects once it is installed. The installer is also responsible for making sure the flooring is installed over a suitable subfloor.

INSTALLATION WARRANTY:

Note: The manufacturer does not accept responsibility for any complaints issued as covered under their respective warranties including paying the labor and installation cost. Due to defects, a 5% margin for error and imperfection is an accepted industry standard and shall not be considered a structural defect under the terms of this warranty.

FINISH WARRANTY:

Lifetime Residential Finish Warranty & 5 Year Light Commercial Finish Warranty:

The manufacturer warrants to the original purchaser that the finish on its aluminum oxide factory finished products, from the date of purchase, when used under normal residential traffic conditions, as applicable, will not wear through or separate from the wood floor for the warranty years. All residential & light commercial finish and impregnated wood surface warranties exclude any indentations, scratches or damage caused by lack of proper maintenance, misuse, negligence, spiked heel shoes, pets, insects, water moisture, erosion, pebbles, sand, other abrasives, insufficient protection on furniture, wet mopping, or failure to follow all the manufacturer's written maintenance instructions.

This warranty is conditioned upon Southwind receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period and evidence that the products were properly installed and not subject to any of the conditions described under the Limitations Section.

WARRANTY EXCLUSIONS:

The manufacturer warranties do not cover indentations, scratches, stains or damage caused by negligence, fire, water, moisture, excessive heat or excessive dryness, erosion, pebbles, sand, or other abrasives, pet insects, spiked heel shoes, weather conditions or natural disasters, color variations, naturally occurring wood characteristics, failure to follow all the manufacturer's written installation and/or maintenance instructions, improper maintenance, wet mopping, insufficient protection, misuse, or improper alterations of the original manufactured product. The manufacturer's warranties do not cover natural expansion and contraction resulting in separation between boards, or damage caused by low or excessive humidity. No warranty applies to any product or products designated as thrift, antique, tavern, bargain or cabin grades, seconds, economy grade, or non-standard items. This statement is the completed exclusive condition 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 the law. There are no implied warranties extending beyond the terms of this warranty. The manufacturer assumes no liability for incidental or consequential damages.

Manufacturing Defects:

Southwind Building Products hereby guarantees to the original buyer ("Buyer"), the goods to be free from manufacturing defects for as long as you own your home. Engineered wood's top layer is a natural product and may have naturally occurring blemishes. The owner/installer must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes prior to installation. All installations require estimating additional material, due to trimming and culling of material (overages occur). This overage then becomes what is commonly referred to as "Attic Stock". It is recommended the end user keep attic stock in the event their installation requires additional service.

Additional warranties exclusively for Prefinished Engineered Flooring

Lifetime Structure Warranty Residential & Light Commercial:

Hereby warrants to the Buyer of engineered flooring products that, under normal use, the plies will not separate for the specified duration under normal residential and light commercial use when properly installed and maintained in accordance with Southwind instructions and not subject to any of the conditions described under the Limitations Section.

Limitations on Liability:

Buyer's exclusive remedy and Southwind Building Products sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair or replacement of the defective products for the affected area only which are proven to be defective in manufacture, or (2) the refund of the applicable purchase price. In no event and for no cause whatsoever, including any breach or default by Southwind Building Products, shall Southwind have any other liability (including without limitation incidental or consequential damages) or any monetary liability to Buyer more than the contract price or prices of the products in question. If Southwind elects to repair or replace the products which are proven defective, then Southwind will supply new flooring products of the same color and grade, if available. If such a product is unavailable or discontinued, Southwind reserves the right to supply a product of similar value and appearance. All charges should be submitted to Southwind Customer Relations Department for evaluation and review.

Limitations:

While our warranties are industry-leading, there are some limits to the warranty. Any of the following shall void and invalidate the warranty:

- **Visible Defect** -- Visible defects are those defects which are apparent on the face of the flooring. They must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation.
- **Building Settling or Uneven Subfloor** -- These situations are part of the pre-installation inspection process. Do not install wood flooring if these situations exist. This warranty does not cover damage caused by settling or uneven subfloors.
- **Improper Installation** -- Improper installation, done in a way that is contrary to written installation instructions, can cause problems with floor and will not be replaced any floor with defects caused by improper installation.
- **Improper Maintenance or Inadequate Care** -- Your new engineered floor requires maintenance, please follow the instructions that are recommended by Southwind. This warranty does not cover products damaged by improper maintenance or inadequate care.
- **Accidents, Abuse or Abnormal Wear** -- This warranty does not cover damage resulting from accidents or abuses which stain or scratch the finish, diminish gloss, or indent the surface of the wood. It also does not cover damage caused by heavy or concentrated foot traffic, damage by pet claws (nails), or failure to protect the floor from sand, gravel, or other abrasives by use of walk off mats.
- **Indentations from Stiletto Heels on Shoes** -- A stiletto heel can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8", and walking on any wood surface with stiletto heels is considered an abusive situation. This warranty does not cover products damaged by stiletto heels on shoes.
- **Scratching** -- Warranty does not cover scratching during or after installation.
- **Problems with Moisture or Dryness** -- This warranty does not cover damage caused by wetting or the presence of excessive moisture, or by conditions that are too dry. See written installation instructions for more details.
- **Rolling Loads** -- Warranty does not cover damage caused by rolling loads, casters, or wheelchairs (motorized and non-motorized). Office chairs require hard surface chair pads.
- **Excessive Sunlight** -- This can cause discoloration. Draperies or shades will usually provide adequate protection. This warranty does not cover damage or discoloration caused by excessive sunlight or ultraviolet rays. For this reason, new and/or replacement flooring may not match display samples and/or existing flooring.
- **Difference from Samples** -- This warranty does not cover the differences that can be seen between color samples and color of installed floors. Please approve the color of the actual product prior to installation if this is a concern.
- **Radiant Heating** -- Engineered wood may be used with radiant heating systems provided they are installed in compliance with the Southwind written installation instructions.
- **Transferability** -- These warranties apply only to the original Buyer to flooring in its original installation and are not transferable.
- **Your Obligation** -- As the Buyer of our product, you agree to follow all care and maintenance directions related to wood flooring. You also agree to allow Southwind Building Products an opportunity to repair any claimed defects and/or inspect if needed.
- **NOTE** -- Rental units, leased properties, and apartments are considered commercial properties under this warranty. The limited residential warranty does not apply to these types of properties and installations. These are covered by the limited light commercial warranty.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE—INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE—ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. Implied warranties are ones that the law presumes to have been given by the seller even though they are not set out in writing. Please Note: Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. SOUTHWIND SHALL NOT BE LIABLE

FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS WARRANTY. Some states do not permit exclusion or limitation of incidental or consequential damages, so the exclusion or limitation may not apply to you. The limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Except for these rights, the remedies provided under these warranties state the entire limit of Southwind responsibilities.

FILING A CLAIM: Our wood products are engineered to provide years of durable service. In the unlikely event of a claim, notify the distributor or retailer in writing. To qualify for repair or replacement, the buyer or installer must provide the original dated sales receipt or other documentation to demonstrate proof of purchase. The following terms and conditions will apply. For visible defects on uninstalled planks the owner or retailer has up to 30 days to file a claim. The distributor or retailer must be informed in writing of visible defects within 30 days. After this time has elapsed, no further complaints will be accepted. For all other defects not visible at the time of installation, claims may be made at any time during the stated duration of the warranty.

PRORATION: Unless otherwise specified, these limited warranties for wood products are prorated meaning the original warranty value is reduced relative to the length of ownership. For the first three years, regardless of warranty length, the flooring is covered at full value. Beginning in the fourth year, the warranty value decreases by a fraction based on the remaining years. Reasonable labor will be covered on residential & light commercial per proration noted below.

PRORATION SCHEDULE

Lifetime Residential (Material)	5 Year Light Commercial Material
Based upon industry standard of 33-year lifespan of wood products	Year 1-3 100%
Year 1-3 100%	Year 4 20%
Year 4-10 85%	Year 5 10%
Year 11-13 70%	End of Year 5 0%
Year 14-17 60%	
Year 18-19 50%	
Year 20-21 45%	
Year 22 40%	
Year 23 35%	
Year 24 30%	
Year 25 25%	
Year 26 20%	
Year 27 15%	Labor
Year 28-29 10%	1st-2nd Year Up to 100%
Year 30-33 5%	3rd-4th year Up to 50%
End Of Year 33 0%	5 th + years 0%

All instructions and recommendations are based on the most current information available. If you receive a printed copy of these instructions, please refer to www.southwindfloors.com or our technical service line @ 800-272-2808 to ensure you have the most up to date version of our installation instructions.