

STATE OF THE ART WOOD FLOOR GALLERY

WARRANTY



PLEASE READ THIS WARRANTY COMPLETELY. All warranties must be registered within 30 days of the purchase date or the warranty will be considered void.

PART 1

PRODUCT WARRANTY

This warranty applies to the original purchaser and the original site of installation only. The conditions and terms of this warranty are as stated herein and may not be altered by any dealer, installer, agent or distributor of SOTA FLOORS flooring:

- Thirty-five (35) years from the date of purchase, when used under **normal residential traffic conditions**, or
- Ten (10) years from the date of purchase, when used under **light commercial conditions (excluding heavy commercial use)**

Ensure that environmental conditions are maintained with a temperature of 65-75 °F and humidity at 35-55% for all floors at all times. Hardwood flooring reacts to changes in the environment. Excessive heat or dryness can result in gapping or splitting; excessive humidity can result in cupping. Gapping, splitting, cupping or other problems resulting from exposure to improper environmental conditions are not covered by the product warranty.

PART 2

OWNER AND/OR INSTALLER RESPONSIBILITIES

SOTA FLOORS products are subject to strict quality control standards and comply with those in effect in the wood flooring industry and NWFA (National Wood Flooring Association) requirements.

The following responsibilities shall be deemed accepted by the owner of the floor, even if he/she is absent at the time of installation:

- Prior to installation, the installer and owner must make sure that the work site and subfloor comply with conditions specified in the SOTA FLOORS Installation Guidelines. It is the responsibility of the installer and/or homeowner to inspect all pieces of flooring for defects prior to installation. Flooring that has been installed will be considered accepted and will not be eligible for replacement, even if the latter is absent at the time of installation.
- Installers should utilize four to five (4-5) boxes at a time when installing the flooring. This ensures accurate variation between boards.
- The installer must select boards in a reasonable manner, and when necessary, either discard, install in a less conspicuous place, or cut boards with any type of irregularities.

PART 3

MANUFACTURING WARRANTY

Under the terms of this warranty, the responsibility of the manufacturer, is limited to any of the following measures, at SOTA FLOORS sole discretion and without any other form of compensation:

- SOTA FLOORS flooring shall not contain manufacturing defects in excess of industry standards (5% of total flooring quantity). If manufacturing defects are present in excess of industry standards, the defective pieces should be returned to the original place of purchase **PRIOR TO INSTALLATION**.
- If SOTA FLOORS deems the flooring to be defective, SOTA FLOORS will replace it with an equivalent quantity of the same or similar product at no charge to the customer.

- If SOTA FLOORS is unable to furnish an equivalent replacement product, SOTA FLOORS may, at its sole discretion, elect to refund to the customer a portion of the original purchase price equivalent to the value of the defective portion of the floor. Under no circumstances will the value of a warranty claim exceed the original purchase price of the product.
- SOTA FLOORS accepts no responsibility for labour costs incurred to remove or install products.
- Wood is a natural product with naturally-occurring imperfections and variations in colour, grain and appearance. Actual flooring products may differ in colour, grain and appearance from illustrations and samples, and variations in colour, grain and appearance will exist in any quantity of the flooring itself. These are not considered defects.

PART 4

FINISHING WARRANTY

This warranty applies on the condition that regular and preventative maintenance has been carried out as recommended in our Care & Maintenance Guide.

Certain exclusions apply to our Rustic and Character grade floors. Please contact SOTA FLOORS for more information.

Gloss reduction is not considered surface wear. Gloss changes due to wear or use, including variation in replacement boards are excluded from the warranty. Scratches, indentations, marks, stains or other damage caused by negligent or accidental exposure to pebbles, grit, sand or other abrasives, pets, insects, high heeled or cleated shoes, chemical & adhesive damage, fire, spills, excessive moisture, heat or dryness are not considered normal wear and are not covered by this warranty. Lack of proper maintenance, water, wet mopping, steam mopping, extensive cleaner, sink/dishwasher/pet bowl/planter spills that will cause distortion of the wood and blister/peeling of the finish, erosion, insufficient prevention and protection is also excluded from this warranty.

Natural discolouration of the finish, aging, fading or darkening of the wood and excessive unprotected exposure to sunlight, including uneven discolouration under rugs & furniture is also excluded from this warranty.

In order to qualify the floor as defective, the finish separation must be readily visible (from standing height) and cover at least 15% of the surface area.

Any damage due to improper transportation, storage, handling, installation, or any other cause is not covered by this warranty.

THERE ARE NO OTHER EXPRESS OR LIMITED WARRANTIES EXCEPT AS SET FORTH ABOVE.

PART 5

LIMITED LIFETIME STRUCTURAL WARRANTY

SOTA FLOORS adheres to a strict quality control process utilizing multiple inspection points to offer a lifetime structural guarantee. SOTA FLOORS warrants the original owner of a non-commercial floor in its original manufactured condition to be free from: delamination, milling and grading defects for the lifetime of the floor.

This warranty excludes naturally occurring imperfections up to 5%. The relative humidity in the residence must be targeted at 45% and the maximum ranges in the specific product warranty never exceeded. Radiant Heat warranty is limited as specified in the radiant heat sections. The warranty does not cover the normal movement and reactions of wood to humidity and damages as listed in the exclusion list. To fulfill this warranty, the owner, builder or installer must ensure the site preparation, installation, maintenance and care guidelines are followed.

SOTA FLOORS liability for this warranty is limited solely to the defect amount in excess of the standards above.

PART 6

WARRANTY EXCLUSIONS & CONDITIONS

Naturally-occurring imperfections and variations in colour, grain and appearance are inherent to the nature of the product and are not considered defects. The colour of wood is affected by natural light, and exposure to air. Many styles of SOTA FLOORS floors will change colour after installation. Colour changes are not considered a defect.

- New or replacement hardwood flooring may not match display samples, existing flooring, or other products and furnishings in your home.
- Installation must be performed in accordance with the installation instructions available online or requested through an authorized dealer in hard copy, and in accordance with local building codes.
- SOTA FLOORS are for indoor residential use only.
- Environmental conditions must be maintained as specified, with a temperature of 65-75 ° F and 35-55% for all other floors at all times. Exposure to higher or lower levels of heat and/or humidity may result in expansion and/or contraction of the floor boards resulting in separation between joints, cupping or splitting of boards, or other problems. Problems resulting from exposure to levels of heat and/or humidity other than those specified herein are not covered by this warranty.
- Radiant Heat- Our radiant heat compliance form must be signed by the installer and homeowner and submitted to SOTA FLOORS by the dealer. Where the flooring is installed over a radiant heating system, the installation must conform to the manufacturers Special Instructions for Installations over Radiant Heat, including the placement of approved underfloor heat sensors. Please refer to our Radiant Heat Compliance form for more details.
- After installation, the system must be controlled so that the subfloor temperature of the floor does not exceed 27 ° C (81 ° F) and any changes in temperature are applied gradually to avoid shocking the floor. Do not raise or lower the temperature of a radiant heat system by more than 2.8 ° C (5 ° F) a day when turning the system on or off. **NOTE: This instruction applies only to those styles of SOTA FLOORS floors that are specifically approved for use over radiant heat.**
- Care and maintenance must be carried out in accordance with the manufacturer's instructions.

SOTA FLOORS bears no responsibility under the terms of the warranty and will pay no compensation in the following instances:

- Scratches, indentations, marks, stains or other damage caused by negligent or accidental exposure to pebbles, grit, sand or other abrasives, pets, insects, high heeled or cleated shoes, fire, excessive moisture, heat or dryness. Lack of proper maintenance, erosion, insufficient prevention and protection is also excluded from this warranty. In order to qualify the floor as defective, the finish separation must be readily visible (from standing height) and cover at least 15% of the surface area.
- Structural defects are natural in the wood where the finish cracks, contains voids, or colour variation that appear on the surface of the knot, check, split, hole or similar naturally occurring wood character in the grade.
- Natural expansion/contraction & tensions caused by wood reactions to humidity variations.
- Checks, lines, or peeling that appear on the surface of knots, checks, holes as well as colour variation and other related natural character allowed for in the grade are not covered by this warranty.
- Any damage due to improper transportation, storage, handling, installation, or any other cause is not covered by this warranty.
- Change in colour due to exposure to light; variations in colour, tone, grain patterns and other naturally occurring characteristics of wood. Our UV blockers in the finish will help to delay this reaction, however exposure to direct UV light may cause rapid discolouration and possible damage to the wood surface.
- All windows, including windows that offer UV protections from some bands of UV, must have coverings to prevent direct and prolonged exposure to direct sunlight. SOTA FLOORS does not warranty colour fading due to exposure to direct sunlight.
- Problems arising from failure to follow manufacturer's written Installation, Care and Maintenance guidelines.
- Expansion and contraction between boards or any other problems arising from exposure to improper heat and humidity levels.
- Damage due to exposure to excessive moisture from any cause or source, including but not limited to flooding, spills, excessive mopping or any standing liquid left longer than 30 minutes on the floor surface.
- Insufficient proof is available that SOTA FLOORS recommended maintenance instructions were followed.
- For repairs undertaken without the written permission of SOTA FLOORS.
- To replace defective boards prior to installation.

- Use of tape, with the exception of 3M Delicate blue tape.
- Product shipping or transportation costs have been incurred.
- In the absence of evidence provided by the customer from the date of the original purchase invoice of the SOTA FLOORS product.
- A slight difference exists between sample colour and floor colour.
- Any deformation of the product which cannot be measured or that is only visible at a certain angle or under specific lighting is not covered by the warranty.
- For cracking or squeaking noise attributed to the flooring or sub-flooring, cupping of the flooring boards or surface dimpling.
- Wood displacement due to nailing, stapling or installation (i.e. dimpling and nail pops)
- Natural character marks and colour in the wood as allowed in the grade (display samples do not show all possible character marks allowed in the entire floor).
- Construction damage, in particular on textured surfaces can contaminate the naturally occurring or intended undulations in the surface (eg. drywall dust).

PART 7

CLAIM PROCEDURE

In all cases warranty remedy or repair must be approved by SOTA FLOORS. Any action taken prior to this approval will void the warranty claim. This warranty only applies to defects that are over the 5% of industry standard.

THESE WARRANTIES ARE NOT TRANSFERABLE. NO INSTALLER, RETAILER, DISTRIBUTOR OR AGENT OF STATE OF THE ART WOOD FLOOR GALLERY, CORP HAS THE AUTHORITY TO ALTER THE TERMS OR CONDITIONS OF THESE WARRANTIES.

All claims must be first inspected by the dealer to predetermine if the complaint is a maintenance, installation, environmental or manufacturing issue. It is the dealers responsibility to address & rectify the situation with their clients. If it is determined that there is a manufacturing deficiency, a claim must be submitted in writing to the SOTA FLOORS sales representative. Please include a copy of the original sales receipt (within 6 months of occurrence) and a photograph showing the cause of claim. In the event of a claim for an installation over radiant heat, please consult the manufacturer's Special Instructions for Installations over Radiant Heat. An appointment to perform a physical inspection will only be scheduled if SOTA FLOORS deems it necessary.

SOTA FLOORS reserves the right to have any floor that is the subject of a complaint inspected by a designated representative and to authorize the representative to take samples for analysis purposes.

Please note that eligibility for a warranty claim, the wear-through must be evident and visible in more than 15% of the total floor surface (from standing height). Isolated areas of surface wear in high traffic areas such as doorways, hallways, service counters, workstations, etc. are not considered normal wear-through and are not covered by this warranty.

No other costs incurred to any party will be covered by SOTA FLOORS and is not covered under this warranty.