

# Old Wood Solid Wood Flooring Warranty

(September 2018)

#### **General Information**

All of our wood is carefully selected, sawn, dried, machined and processed, and all orders are filled with adequate wood to complete the order as stated and paid for by the client.

Orders should be carefully inspected upon receipt for quantity, quality, damage, defect, suitability, dryness and all other normal considerations. Any claim for damage must be made with the freight company on site at point of delivery. Orders should not be received or installed during inclement or rainy weather. Amounts should be verified upon receipt, as Old Wood LLC is not responsible for subsequent shortages, which are often due to wood "walking off the job" and are wholly beyond our control. We carefully tally each order and keep documentation to this effect to avoid this type of problem.

Though Old Wood, LLC conducts meticulous quality tests to ensure the floor planks comply with the established criteria, installers must use discretion when choosing planks, omit certain planks, place them in a less visible area, or cut those with serious defects as needed, regardless of their origin. If installers have doubts about the grade and finish or manufacturing quality and can neither place the planks in a less visible area nor eliminate the imperfection, they should not install them. Planks that have been installed are considered having been accepted by the installer and homeowner. Old Wood, LLC will decline any responsibility for failure to strictly follow all installation instructions and recommendations and/or the use of improper materials and tools.

We work with and sell wood, and it is subject to the full range of character and traits of the material. The customer must understand that wood is a natural product, and Old Wood is in no way responsible for its behavior as such.

# **Structural Warranty**

Old Wood warranties that the solid wood flooring will not wear-through in 30 years under normal residential traffic. This applies to structural manufacturing defects and when used under normal residential traffic conditions. Proper job site pre-inspection, installation and maintenance procedures must be followed. Solid wood flooring, being a natural product, may expand and contract over time. This limited warranty extends only to the original purchaser(s) of this product for as long as they own their home and is not transferable.



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### **Finish Warranty**

Old Wood, LLC warranties that the solid wood flooring finish will not wear-through in 10 years from the time of purchase under normal residential traffic. Proper job site pre-inspection, installation and maintenance procedures must be followed. This limited warranty extends only to the original purchaser(s) of this product for as long as they own their home and is not transferable.

### **Warranty Disclaimers and Exclusions**

Color variations in solid wood flooring are natural, and will vary with the species of tree used to make your flooring, its age, character of the wood and its exposure to sunlight. New and replacement planks may not match your existing flooring, so it's best to obtain a sample and compare how it will look in your home first, before ordering.

Any attempt to repair the solid flooring will void this warranty. This warranty does not apply to water damage caused by flooding, standing water or hydrostatic pressure.

This warranty excludes indentations, scratches, stains or damages caused by negligence, fire, water, moisture, excessive heat or excessive dryness, erosion, pebbles, sand or other abrasives, pets, insects, high heeled shoes, weather conditions or natural disasters, color variations, naturally occurring wood characteristics, failure to follow the written installation and maintenance instructions, improper maintenance, insufficient protection, misuse or improper alterations of the original manufacturer's product.

This warranty does not cover natural product expansion and contraction through time resulting in separation between planks or damage due to exposure to excessive high humidity for a long period of time. Any and all representatives, promises, warranties or statements by agents that differ in any manner from this terms of limited warranty shall be void and in no force unless in written form and signed by a duly authorized party.

All claims shall be reviewed on whether the finding should be justified to be conducted by an independent flooring inspector. If the defect is due to other factors, a written reply shall be issued to the claimer together with reasons.

Should a third party inspector be required, the claimer will be required to make a payment for the inspection. The payment will be determined by the company of the independent inspector. The inspector will perform an on-site inspection and will provide a full report to both parties. The inspector must be licensed, and certified in wood flooring inspection.



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Should the report not be justified for claim, the case will be considered dissolved and the claimer will have to bear the cost of the inspection. If justification is claimable, the manufacturer will provide suggestion to claimer to reach an agreement for reimbursement and settlement.

Matching of flooring to other wood products such as cabinets, stair railings and moldings is the responsibility of the purchaser. Naturally occurring wood characteristics such as wood grain, color, mineral streaks and knots are not considered defects; rather we "grade" character into the wood to make it eye appealing.

Rubber backed rugs may cause finish discoloration over time. Changes in the appearance of the surface finish is common due to various reasons, including surface wear.

Solid wood flooring must only be used indoors. This warranty will not apply if the flooring is used in any outdoor applications.

Solid wood flooring must be properly maintained in accordance with the enclosed maintenance instructions. Any wear through warranty must not have occurred as a result of improper maintenance, refinishing or accidents, such as damages caused by scratching, impacting or cutting.

# **Limitations on Liability**

Consumer exclusive remedy and Old Wood, LLC's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to the repair or replacement of the defective goods for the affected area only which are proven to Old Wood's satisfaction to be defective in manufacture or the refund of the applicable purchase price. In no event and for no cause whatsoever, including any breach or default by Old Wood, LLC, shall Old Wood, LLC have any other liability (including without limitation incidental or consequential damages) or any monetary liability to consumer in excess of the contract price or prices of the pertinent products in question. All charges should be submitted to the Customer Relations Department for evaluation and review.

Every effort will be made to solve problems in advance, and defective product should NEVER be installed. It is up to the installer and owner who are the final arbiters of a board's or block's suitability for the job intended. We are not responsible for installation and removal costs, or the cost of any discomfort, distress, accommodation, chemicals, stains etc. or other inconvenience due to defect in our boards or finish.



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Actions and statements of agents of sale, freight, distribution, installation and finish are not binding upon Old Wood LLC or its heirs and assigns. No other warranty is expressed or implied here or in any other document in printed or electronic media.

Some "seconds" and lower grades of wood as well as discounted product are sold as is with no warranty.

We strive for honest, open business relationships and to that end, we are always available for consultation. Please, please call if you have any questions. Avoid mistakes in advance by doing your homework and just maybe taking our advice. We work at this all day, every day, and we sincerely want you to have a great result with our wood.

If you are unhappy with any board for any "allowable and reasonable" reason, return it freight pre-paid to the address listed below, and we will replace it, no questions asked.

For entire order returns, restocking fees will apply as well as charges for damage, open bundles, re-drying in some cases as well as other charges applicable to the return. Many custom orders may not be returned; ask for details when you place your order. We strive to avoid these problems at all times.

Customer Relations Department Warranty Service:

Old Wood, LLC 425 Bib Industrial Drive Las Vegas, New Mexico 87701

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