

# FERMA FLOORING

LIMITED WARRANTY-RESIDENTIAL

## SOLID WOOD FLOORING



### Pre-finished Solid Wood Flooring Limited Warranty-Residential

1. FERMA warrants its pre-finished solid wood flooring to be free from manufacturing defects in the structure, machining, and final dimension under normal residential usage for life time from the date of purchase of solid wood flooring. This warranty is void for application in nonresidential, rental, or commercial purchases/ installations.
2. FERMA also warrants that its UV Cured aluminum oxide finish with residential application, used under normal residential conditions, with recommended maintenance procedures will not wear through or separate from the solid wood flooring. This warranty is effective for 25 years from date of purchase for solid wood flooring.
3. This limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring.
4. FERMA's guidelines of flooring installation, care and maintenance, and all associated guidelines and recommendations from the National Wood Flooring Association must be followed for warranty to be in effect.
5. The warranty applies solely to original purchaser purchasing through an authorized dealer where product have been paid for in full.
6. Normal interior environmental conditions must be maintained. Normal interior environmental conditions mean temperature between 68F-72F and relative humidity of 35% -55% year round. Environmental conditions outside these limits will void warranty.
7. It is allowed up to 5% waste factor or allowance for grading, natural or manufacturing defects. Any defect in the flooring that does not exceed this waste factor or allowance (up to 5% of the total square footage of the purchase) is NOT to be covered by the warranty. The defect under the waste factor or allowance may include, but not limited to minor splitting, checking or cracking occurred in some hardwood species sometime due to its nature, or minor scratch, damage or other finish defect occurred sometime as well due to manufacturing reason in some hardwood species.
8. FERMA's liability under the warranty is limited to replacing only the boards deemed defective. If FERMA is unable to provide a replacement, FERMA will refund the purchase price of the boards deemed defective ONLY on a prorated basis, taking into consideration the remaining life of the limited warranty. Due to natural color variations, UV light, and/or character marks, new or replacement flooring may not exactly match samples of existing flooring. Slight color and tone variations may occur. This is to be expected and accepted when matching old with new flooring.
9. The warranty does NOT cover any loss of time, inconvenience, incidental expenses, such as, but not limited to cost and labor incurred in the removal or reinstallation of the defected or affected materials, any other incidental or consequential damages or costs, and is not responsible for damages or costs incurred by delivery delays, or order errors. The limitation of this warranty is limited to the flooring product only, and any monetary damages cannot exceed the cost of the flooring, and is limited to the wood flooring product only.

10. FERMA is not responsible for its solid wood flooring installed over radiant heat subfloor or below grade. None of them is recommended, and they will void this warranty as stated in the installation guidelines.
11. Failure to follow procedure of flooring acclimation (5-7 days for acclimation prior to installation is recommended) and qualify jobsite conditions may invalidate this warranty. As also stated in the installation guideline, the use of a moisture meter to check moisture content of the wood flooring, and subfloor must be used prior to installation. Moisture content must be within as instructed in the installation guidelines.
12. This warranty covers the original manufacturer finish only. Applying another finish and o/or re-sending may damage the original manufacturer finish and will invalidate the warranty.
13. Seasonal expansion and contraction with minor gapping in the heating season is a normal function of hardwood and is not considered a defect, hence not covered by this warranty.
14. Large gapping issues may be caused by incorrect acclimation, not maintaining normal interior environmental conditions that mean temperature between 68F-72F and relative humidity of 35% -55% year round or other installation issues. Humidity levels below 35% will cause loss of moisture in the wood flooring, and therefore will cause the flooring to contract, and gap more. Excessive lack of humidity may cause permanent damage to flooring and finish. These issues of gapping would be an environmental and installation issue, and not a defect in the product, and would not be covered in this warranty.
15. FERMA is not responsible for any issues resulting from excessive moisture such as but not limited to: cupping, warping, shrinkage, twisting or buckling, splits and checks, any issues resulting from subfloor inadequacies or failure to follow maintenance procedures. Lack of moisture may cause excessive gapping between boards too. Therefore, gapping between boards after installation due to low humidity, or buckling of boards after installation due to high humidity is not a manufacture defect. Cupping and crowing of boards are not manufacture defect due to high moisture in subfloor or high room humidity. Accordingly, this warranty excludes all job site related conditions, and FERMA will not provide technical or product support, or inspection services to identify or cure moisture issues at a particular job site,
16. The warranty does not cover installation of obvious defective boards, installation denotes acceptance. It is the purchaser/owner of this product, and installer's responsibility to examine the products prior to installation and cull out unacceptable boards. Installation of flooring denotes installer and purchaser/owner accepts the materials, even if purchaser or owner is absent at time of installation.
17. Any issue resulting from fire, intentional or unintentional abuse, misuse, and damage caused by flooding, plumbing and appliance leak, water or chemical spillage, water leakage through sliding glass doors or walls, vacuum cleaner beater bar, improper caster wheels, and cutting from sharp objects, exposure to sand, dust from sheet rock sanding or other abrasives, indentations and scratches which can include, but are not limited to causation by pets, furniture, appliances, tools, heels, toys, etc. Any exterior applications, is not covered by this warranty. Damage caused by pets, spiked heels, negligence, insects, wet moping, water or use of non-recommended maintenance procedures are also not covered by this warranty.
18. Always protect the flooring when moving furniture, and or appliances, by lifting and not sliding. Scratches, gouges or damages from moving chairs, furniture, and appliances are not warranty items, and are not covered. The use of better protective pads for chair legs is recommended.
19. All installation issues including bumps, surface dimples, and edge damage created by nailing machines or staples are not covered by this warranty.
20. Variation of color, shade, or texture of the flooring delivered from those shown on samples or photographs is not considered a defect. Discoloring from heat or sunlight, and gloss and color reduction is not also considered a defect. Those are not covered by this warranty.
21. Warranties are non-transferable, and apply to customers who originally purchased and installed said FERMA product. The original, paid in full invoice is required. Claims must be filed by the original purchaser who must still be the owner of the home

### **Other Warranty Exclusions**

Following is to summarize additional EXCLUSIONS under this warranty; any claim under the EXCLUSION is NOT to be covered by the warranty:

- 1 Natural Variation: Hardwood is natural product containing natural variation in color, tone graining and other variation, such as mineral streaks, small knots and grain variation from plank to plank. Fully installed flooring will have variations in color, tone, and grain or gloss difference, with the samples which are for demonstrative purpose only. UV light or sunlight exposure will bring natural color changes in the finish and shading of some hardwood after installation. Certain species such as some Brazilian woods will even have the greater amount of photosensitivity, but this natural characteristic of color or shading change

to those wood species is natural and normal to those wood species. This is a normal Characteristic, not a product and manufacturer defect, and is excluded in this warranty for claims. It is recommended to remove area rugs at times to even out the photosensitivity effects.

- 2 Improper Installation: The flooring must be installed according to the installation instruction by FERMA and the guideline by NATIONAL WOOD FLOORING ASSOCIATION (NWFA). The flooring installation must be conducted after kitchen cabinet or counter is installed. No flooring should be installed underneath any kitchen cabinet or counter. Otherwise, it will be treated as improper installation. It is also to be treated as improper installation if it is under improper storage, handling, and improper preparation of, or deficiencies in the sub-floor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular sub-floor surface or voids in the sub-floor. Defects or failure of other manufacturers' products at the sub-floor assembly, such as sub-floor materials, fasteners, patching compound, adhesives, and other floor covering are not to be covered by this warranty. Squeaking and floor noise issues are not product related issues, and are not covered. Noise from flooring is an installation or sub floor issue.
- 3 Improper Maintenance: Besides what has been mentioned in this warranty, other improper maintenance includes but not limited to using of non-recommended maintenance and floor-care products, such as oil soaps, liquid or paste wax products, other household cleaners containing lemon, orange, or Tung oils; neglecting or abusing of floor, such as not taking proper precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked or damaged heels; pet clawing and scratching; falling or dropping objects which could dent or fracture the floor and finish. Dents or scratches in the floor caused by furniture, appliances, casters or normal foot traffic are also not to be covered by this warranty. Splits, cracks, grain raising, checking, edge fracturing, splintering or chipping that occurs during or after the floor is installed and as a result of abuse, misuse, improper humidity maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e. low or high humidity) are not covered by these warranties.
- 4 Improper Environment: Besides what has been mentioned in this warranty, other improper environment includes but not limited to manmade or natural disaster, such as leaking or broken plumbing, landscape watering or irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction, excessive moisture infiltrated from side walls, sub-floor or any other source. Normal wearing of the finish in high traffic areas, pivot points and seating areas is also not to be covered by this warranty.
- 5 No dealer, installer, retailer, distributor, agent, or employee of FERMA has the authority to alter limitations of this warranty.
- 6 THIS WARRANTY DOES NOT APPLY TO ANY DISCONTINUED ITEMS, CLOSE OUT ITEMS, OR ITEMS SOLD "AS IS." ALL SUCH PRODUCTS ARE SOLD "AS IS" AND SHALL NOT HAVE ANY WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY (EXPRESS OR IMPLIED), WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EXPRESS OR IMPLIED), OR ANY OTHER WARRANTIES REQUIRED BY LAW OR FACT.
- 7 FERMA DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FERMA FHAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE FERMA WOOD FLOOR PRODUCT ONLY. FERMA EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. THE WARRANTY DOES NOT APPLY IN ANY STATE WHICH DOES NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. This warranty shall be governed by and construed in accordance with the laws of the state of New Jersey. Any action brought in seeking the resolution of any controversy arising out of or relating to the warranty shall be brought in the courts of the state of New Jersey.
- 8 If you find that a warranty issue has been existed, contact the FERMA authorized dealer, from which you purchased your flooring to file your claim. If the dealer does no longer exist, please contact FERMA in writing directly. A copy of your original purchase receipt must also be submitted in order to initiate, and move forward on your claim with also stating the description of issue of claim, which item in the above warranty applies to your claim and why the claim is being made, and including pictures of the stated claim issue. Please address to: FERMA FLOORING at 83 Mayfield Ave. Edison New Jersey 08837 or email to: sales@fermaf flooring.com; Attention: Claims.