

# Hill Country Innovations

## Engineered Wood Flooring Limited Warranty

### LIMITED WARRANTY

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All warranties in this Limited Warranty Guide pertain to the original retail purchaser of the product. These warranties are not transferable.

These limited warranties described in this Limited Warranty Guide are subject to the product applications, limitations, disclaimers and exclusions written below. These warranties are valid from the date of retail purchase and are covered under the various time periods described in this guide.

For coverage under these limited warranties provided:

- 1) You must retain your retail sales paperwork for the flooring
- 2) The flooring is installed according to the installation instructions provided with the flooring
- 3) Provide proof of pre-installation subfloor moisture checks and documented proof of proper subfloor preparation prior to installation
- 4) Provide proof of proper maintenance products being used on the flooring

**NOTE:** It is the installers/homeowners responsibility to check the moisture content of the subfloor and flooring prior to installation and deem it acceptable for the site. The installer/homeowner must also inspect the flooring as it is being installed and set aside or crosscut/cull defects found in the flooring prior to installation. Flooring that has been installed with defects will be considered acceptable and no warranty will be made for replacement of these installed planks. Hill Country Innovations assumes no further responsibility for defects visible at the time of installation, but were installed anyway.

### FINISH WARRANTY – RESIDENTIAL USE – 50 YEAR LIMITED WARRANTY LIGHT COMMERCIAL\* – 5 YEAR LIMITED WARRANTY

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Factory finished flooring is supplied with a film finish already applied at the factory. Industry standards state up to 5% of the flooring shipped may contain defects in milling, handling, and grading as well as finish defects. These visible defects should be culled or crosscut prior to installation of the flooring. Installed flooring exhibiting defects will be considered acceptable to the installer/homeowner and are not covered under these limited warranties.

- Hill Country Innovations' Pre-installation Warranty covers the replacement of any uninstalled whole planks exhibiting visible defects, including finish defects, returned to Hill Country Innovations that are in excess of 5% of the total amount of flooring shipped to the dealer/customer.
- Hill Country Innovations warrants to the original purchaser that for a period not to exceed 50 years from the date of purchase, the factory applied finish shall not peel or blister from the floor under normal Residential usage provided the proper maintenance products and usage of such products have been done. (See exceptions below)
- Hill Country Innovations warrants to the original purchaser that the factory applied finish will not wear through to bare wood for a period not to exceed 50 years from the date of purchase under normal Residential usage provided the proper maintenance products and usage of such products have been done. Wear through of the finish is defined as more than 10% of the total of the purchased flooring. Gloss level changes in the floor will not be considered a warranted defect under this limited warranty.

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- Proper walk off mats should be placed at entry doors and protective chair mats placed under all wheeled chairs. Protective felt discs must be placed under all furniture legs. Heavy furniture must be lifted and placed on the floor. DO NOT SLIDE HEAVY FURNITURE ACROSS THE FLOOR.

\*Exception to the Limited Warranty: Mt. Whitney Collection and Canyon Creek Collection have a 25 year Residential and 3 year Light Commercial Limited Warranty

### LIMITED LIFETIME STRUCTURAL WARRANTY

Hill Country Innovations offers a Limited Lifetime Structural Warranty (non-transferrable) to the original purchaser.

This limited warranty covers the hardwood flooring against delamination under normal usage. Flooring should be professionally installed.

- Follow the Hill Country Innovations' INSTALLATION GUIDELINES and do not install the flooring over a wet/uncured concrete substrate or over a wet wooden substrate.
- Follow Hill Country Innovations' MAINTENANCE GUIDELINES so as not to saturate the floor with wet cleaning agents which could cause the floor to delaminate and void the warranty.

This Limited Warranty does not cover conditions caused by improper use or maintenance outlined below:

*Reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts, including without limitation, those caused by pets.*

*Wear caused by pebbles, sand or other abrasives, construction traffic or failure to maintain the floor as required.*

1. Any damage caused by negligence, accidents, misuse, non-approved cleaners or abuse.
2. Damage caused by furniture, appliances, wheeled items or items drug across the face of the material.
3. Failure to support furniture with floor protectors that are at least 1" in diameter, made of non-staining felt material such as "Safeglide® from Glitsa®", rest flat on the floor and are replaced regularly.
4. Splits, cracks, grain raising, checking, edge fracturing, splintering, cupping, warping, twisting, buckling or chipping that occurs during or after the floor has been installed and as a result of abuse, misuse, Improper maintenance or care, exposure to excessive moisture, improper environmental conditions including excessive heat from radiant heat systems, or installing products not rated for radiant heat over a radiant heat system are not covered by these warranties.
5. Flooring installed in full bathrooms with a shower or tub.
6. Damage caused by fire, flooding, and other natural disasters and Acts of God.
7. Change in color due to aging, excessive moisture, exposure to sunlight or UV rays will not be considered a defect. Certain exotic as well as some domestic species are overly sensitive to UV rays. Area rugs and large furniture should be moved occasionally, as they block sunlight and may cause the flooring to age at different rates, causing large areas of varying coloration.
8. Color variations between flooring and/or samples and other flooring or wood products, which you wish to match are not considered a defect and are not covered under these warranties.

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9. 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.
10. Noises including, but not limited to, squeaks, popping, creaks, etc.
11. Non measureable issues or those visible only under certain light or from a certain angle are not considered a defect and therefore not covered by these warranties. Visible defects should be evaluated by their visibility from a standing position (5 feet up and 2 feet out) under ambient lighting conditions per NWFA guidelines.
12. Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of installed floors and color variations from board to board are not covered.
13. Expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity are not covered.
14. Products designated as "Closeout", "Sold AS IS", "Blowout", "Rustic", "Cabin", "Antique", "Tavern", or "B-Grade" are not covered under the terms of this warranty.
15. Floors that are not installed in other than owner-occupied or tenant-occupied residences are not covered.
16. Shipping, construction or installation-related damage are not covered.
17. Floors damaged by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping, spills, weather conditions, wet slabs, basements or crawl spaces
18. Surface wear must be readily visible and cover at least 10 percent of the surface area. Gloss reduction is not considered surface wear.

### Hill Country Innovations Warranty

Hill Country Innovations neither assumes nor authorizes any other persons to assume for it any obligation in connection with the sale of this product. This writing is the complete and exclusive statement of the warranty, and is in lieu of all other express and/or statutory warranties. Any implied warranties, including but not limited to the implied warranties, merchantability and fitness for a particular purpose, are limited in duration to the duration of this express warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Hill Country Innovations obligation under this warranty shall be limited to, at its option, to provide replacement of shortages or exchange of manufactured defective products for flooring that has not been installed and show visible manufacturing defects. Transportation charges will not be considered under these warranties. For flooring with delamination or finish defective issues discovered after installation and not visible prior to or during installation, Hill Country Innovations, at its option, will either repair or replace the defective flooring and/or refinish the defective finish. Hill Country Innovations assumes no liability for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. The sole purpose of the remedy provided herein is the replacement/repair of defective products or refund of purchase price. This remedy shall be the buyer's exclusive remedy, and shall not be deemed to have failed of its essential purpose so long as Hill Country Innovations is willing to replace/repair such defective goods. In order to obtain performance of these warranty obligations, the person seeking performance should contact in writing or by phone:

**Hill Country Innovations Attn: Warranty Department P.O. Box 40449 Houston, Texas 77240 281.928.1635**