

# Crescent Hardwood Collection Hardwood Flooring

# Limited 20 Years Residential Warranty

## 1. GENERAL WARRANTY PROVISIONS

**Only Warranties** – These Limited Residential Warranties provided by the manufacturer apply to Crescent Hardwood Collection, and consist of the General Use Limited Warranty and the Defects Limited Warranty, as further described below. Other than as referred to in Section 3 below, the General Use Limited Warranty and the Defects Limited Warranty as described below are the sole and exclusive warranties or conditions provided by the manufacturer for Crescent Hardwood Collection to which these Limited Residential Warranties apply.

**Who May Claim** – These Limited Residential Warranties are provided solely to the original end-consumer (as described below) of the Flooring Product and are not transferable. See Section 4 below for further details.

**General Use Limited Warranty** – The manufacturer warrants as follows: For 20 years from the date of purchase from an authorized vendor and subject to the conditions set out below, the manufacturer provides the following General Use Limited Warranty to the original purchaser for properly installed and maintained flooring:

- 1) The UV Coating will not wear through under normal use conditions.
- 2) The structure for 20 years under normal use conditions.

**Defects Limited Warranty** – Separate and apart from the General Use Limited Warranty above, the manufacturer warrants for a period of six (6) months from the date of purchase of the Flooring Product that the Flooring Product will be free from manufacturing defects. Manufacturing defects are defects other than those referred to above under the General Use Warranty and do not include defects caused during shipment or by improper handling, installation, maintenance and/or care, as these are defined in the installation instructions and maintenance and care instructions.

**Conditions To Warranties** – Each of the Crescent Hardwood Collection 25 year General Use Limited Warranty and the Crescent Hardwood Collection six month Defects Limited Warranty is provided subject to the following conditions:

- 1) The flooring must be installed properly in accordance with the manufacturer's installation instructions. The flooring must be maintained in accordance with the manufacturer's care and maintenance instructions. Both sets of instructions were provided to you when you purchased this product. If you need an additional copy of call (504) 309-6950.
- 2) The flooring must be used only indoors, in dry, climate-controlled, residential areas and must be subject only to normal residential traffic conditions (please refer to the maintenance and care instructions for a description of acceptable temperature and humidity conditions). These Limited Residential Warranties do not apply if the Flooring Product is used in any commercial setting.
- 3) Damage must not have occurred as a result of abrasion, exposure to excess heat or cold, scratching, chairs without felt protector that impact or cutting into the floor.
- 4) The finish will not be considered to have worn-through unless the surface wear is readily visible and is at least 15% of the floor area. Gloss or sheen reduction is not considered to be surface wear and is not covered by the above warranties.
- 5) The Limited Residential Warranties do not apply to damage caused by water or other liquids, moisture, condensation or excess humidity.
- 6) The Limited Residential Warranties do not apply to moldings. Both the General Use Limited Warranty and the Defects Limited Warranty shall be void and shall cease to apply if one or more of the above conditions are not complied with.

**Apparent Defects** – Flooring Product with apparent visible defects should not be installed. If at the time of installation of the Flooring Product there are one or more apparent defects present in the Flooring Product, both the General Use Limited Warranty and the Defects Limited Warranty shall be void to the extent of such defects, and any claims arising directly or indirectly in connection with such defects under the above warranties shall be rejected.

## 2. HOW TO MAKE A CLAIM:

Any claim under either of the limited warranties described above must be made within the applicable warranty period by contacting your retailer within 30 days after the basis for the claim is detected. Proof of purchase, including the date of purchase, must be presented to make a claim. The manufacturer reserves the right to designate a representative to inspect the floor and remove samples for analysis. If the person making a claim under

any of these Limited Residential Warranties fails to provide reasonable cooperation to the manufacturer's representative and permit such representative to carry out such inspections and remove such samples, the manufacturer shall be under no obligation to provide any of the remedies described below.

## 3. MANUFACTURER'S RESPONSIBILITY:

**Remedies And Process** – If the manufacturer accepts a claim under either of the limited warranties described above, it will repair or provide replacement product, at its option, with respect to the defective Flooring Product. Repaired or replaced products are only warranted for the time remaining under the original warranty periods, if any. If the manufacturer in its sole discretion determines that such repair or replacement is not appropriate, it may choose to refund the purchase price of the defective Flooring Product. If the specific Flooring Product for which a claim is made is no longer available, the manufacturer will replace the defective Flooring Product with another Crescent Hardwood Collection Floor design of equal or greater value at the manufacturer's discretion. Upon approval of the warranty claim, Crescent Hardwood Collection will provide the claimant with instructions on the manner in which to proceed in order to have the Flooring Product repaired or replaced, and the claimant must comply with such instructions within ninety (90) days after the claim is approved, failing which the claimant's rights under the limited warranties will be deemed waived. The above remedies are the sole and exclusive remedies for claims arising out of or relating to the Flooring Product. Both the General Use Limited Warranty and the Defects Limited Warranty give you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

## 4. DISCLAIMERS:

The following disclaimers, limitations and exclusions are made to the extent that they are permitted under applicable consumer protection legislation, sale of goods legislation and similar legislation. Some jurisdictions do not allow such disclaimers, limitations and exclusions, so they may not apply to you.

**Exclusion Of Other Warranties** – The manufacturer disclaims all other express or implied warranties and conditions (statutory or otherwise), including without limitation any implied warranty of merchantability or fitness for a particular purpose with respect to the Flooring Product.

**Limits Upon Liability** – The manufacturer disclaims liability for indirect, incidental and consequential damages arising as a result of the installation or use of the Flooring Product.

**Warranties Non-Transferable** – The above limited warranties and conditions are not transferable. They extend only to the original end-consumer, meaning, in most cases, the owner of the residence in which the Flooring Product was installed following its purchase. None of these warranties may be transferred by the person to whom it was originally provided.

**Product Information Not Binding** – Samples, descriptions, and other information concerning the Flooring Product contained in catalogs, advertisements, or other promotional material or statements made by sales representatives or distributors are for general informational purposes only and are not binding upon the manufacturer.

**Only Authorized Persons May Bind Manufacturer** – No unauthorized person, manufacturer, installer, sealer, agent, retailer or employee of the manufacturer or any representative thereof is entitled to assume any liability on behalf of the manufacturer relating to the sale of the Flooring Product or has the authority to increase or alter the obligations or limitations of this Limited Residential Warranty. The manufacturer shall only be bound with respect to determinations made under these Limited Residential Warranties by an authorized claims agent appointed by and acting on behalf of the manufacturer.

**Severability** – The provisions of these Limited Residential Warranties are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

**Entire Agreement** – These Limited Residential Warranties as described above, along with the installation and maintenance instructions, constitute the entire agreement between the manufacturer and the original end-consumer, and no waiver or amendment shall be valid unless in writing and signed by an authorized representative of the manufacturer.