

# WOODPECKER USA

NATURALLY INSPIRED FLOORING

## Woodpecker USA Limited Flooring Warranty Terms & Conditions

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Our warranty has been designed to provide you with complete reassurance about your wood flooring purchase. Our warranty covers:

- The durability of the floor's structure; and
- The quality of finish, including dimensions, joints, and appearance of the floor's top layer.

How to make a warranty claim:

If you have found a defect or problem with your floor, please initially contact the retailer from whom you purchased the floor and ask them to send a letter of explanation and a proof of purchase to us at Woodpecker USA, 1436 S. Director St. Seattle WA 98108 (206-929-5029; 844-633-6028). Your claim will be received and assessed by one of the team at Woodpecker USA. A Woodpecker USA agent may ask to view the floor on site in order to confirm your claim. The floor must have been purchased from an authorized Woodpecker dealer and entirely paid for. The purchase of Woodpecker USA hardwood flooring from an unauthorized dealer or via the Internet will automatically void any warranty.

In order to validate your warranty, you must provide the moisture reading, temperature and relative humidity readings that were documented at the time of installation.

**PLEASE KEEP YOUR SALES RECEIPT. INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND PROOF OF PURCHASE MUST BE PROVIDED.**

The Limited Warranty:

If your claim is accepted, Woodpecker USA warrants that it will do the following:

In the case of a significant defect or problem with the floor's structure or quality of the finish, including dimensions, joints, and appearance of the floor's top layer, Woodpecker USA will recoat, refinish, fill or furnish comparable flooring (of Woodpecker USA's manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at Woodpecker's option. In the unlikely event that Woodpecker USA is unable to correct the problem after a reasonable number of attempts, Woodpecker USA will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, Woodpecker USA will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule.

First two years of warranty period: labor reimbursed at 100% of reasonable and customary charges.

Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges.

This limited warranty does not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

## Limited Warranty Terms & Conditions:

The warranty is given to the original retail purchaser of our product and is transferable to future property owner(s) provided that all original terms and conditions are met.

The warranty is only valid in the state or province in which the flooring was purchased.

The warranty is valid for 100 years from the date of purchase for Berkeley, Chepstow, Goodrich, Harlech, Highclere and Salcombe products. The warranty is valid for 25 years from the date of purchase for Brecon, Lynton and York products.

The warranty does not cover conditions arising from the following:

- Improper storage, handling or installation of flooring. Squeaking and/or cracking by any cause other than the mis-manufacture of the flooring.
- Man-made or natural disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake or standing water during or after construction.
- Any problems relating to the wood relating to sub floor moisture emissions or adhesive bond issues.
- Any damage to the wood flooring related to excessively humid or excessively dry environmental conditions.
- Improper preparation of, or deficiencies in, the subfloor/floor joist assembly including, but not limited to, subfloor material, fasteners, patching or leveling compounds. These situations are considered to be part of the installation inspection process prior to installing the flooring. Do not install flooring if these situations exist.
- Improper acclimation of wood flooring prior to installation. Acclimation must be done according to the document titled "Preparation for Installation of Woodpecker Flooring" provided at the time of the Woodpecker delivery, or in accordance with current NWFA published standards.
- Insect infestation after shipment from the factory.
- Neglect or abuse including, but not limited to, not taking proper precautions to protect furniture legs and feet with felt protectors, dirty or improper casters, moving heavy objects without a dolly and/or protective plywood beneath.
- Damage from spiked and/or damaged heels or pet claws.
- Dents or scratches in the flooring caused by furniture, appliances, casters, foot traffic or other unusual conditions.
- Falling objects which can dent or fracture the flooring and finish.
- Moisture infiltration from sidewalks or from any surface other than through the subfloor.
- Construction traffic abuse to the surface of the flooring.
- Non-factory applied finish (by the owner or installer) including, but not limited to, refinishing, recoating or cleaning and maintenance products.
- Normal color variations and natural characteristics of real wood products discovered AFTER the flooring is installed.
- Normal wearing of the finish in high traffic areas, pivot points, and seating areas. Gloss reduction is not considered wear through, and therefore is not covered under the finish warranty.
- Any damage to the flooring surface due to application of adhesive tape for any reason.
- Damage caused by fire, flooding, and other natural disasters and Acts of God.
- A product deformity that is not measurable or that is visible only under certain light or from a certain angle is not considered a defect and is therefore not covered by these warranties. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- 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.

- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.
- Floors that are installed in other than owner-occupied or tenant-occupied residences.
- Commercial installations of residential products.
- Construction or installation-related damage.
- Floors damaged by subfloor moisture or water damage, including without limitation, damage arising from broken or leaking water pipes, flooding, wet-mopping spills or weather conditions.
- Installation defects, including installations made: (i) in violation of applicable state or local housing or building codes; or (ii) contrary to written instructions furnished with the product; or (iii) contrary to "Wood Flooring Installation Guidelines" furnished by the NWFA.

NOTE: YOU AND YOUR INSTALLER ARE RESPONSIBLE FOR INSPECTING FLOORING PRIOR TO INSTALLATION. WOODPECKER USA ACCEPTS NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED.

#### Additional Terms of the Warranty

The foregoing sets forth Woodpecker USA's sole obligations and liability under the warranty. The warranty is an exclusive remedy and is in lieu of all other express and/or statutory warranties. Woodpecker USA disclaims all warranties not expressly set forth above. None of Woodpecker USA's installers, retailers, distributors or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under any of Woodpecker's warranties.

WOODPECKER USA EXCLUDES AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER ITS LIMITED WARRANTY. This includes any loss, expense or damage other than to the flooring itself that may result from a defect in the flooring. This limited warranty constitutes the only express warranty for the product purchased.

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCT, ALL WARRANTIES OTHER THAN WOODPECKER USA'S LIMITED WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW. SOME JURISDICTIONS MAY NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.