

# **Baird Brothers Sawmill, Inc. Residential Prefinished Hardwood Flooring Limited Warranty**

## **Residential Prefinished Product Limited Warranty**

### **A. Warranty Against Manufacturing/Grade Defects.**

We warrant to the original purchaser of our Prefinished Hardwood Floors purchased after September 1, 2006 against any defects caused during manufacturing. This warranty includes manufacturing defects caused during milling, grading, staining and finish coating. Our flooring is manufactured in accordance with accepted industry standards, which permit a grade/manufacturing defect tolerance not to exceed 5%. It is the responsibility of the installer/homeowner to inspect each plank prior to installation to identify manufacturing or grade defects. Once a board has been installed, it is deemed to have been accepted, and all claims based on manufacturing or grade defects are waived.

Should an individual board be in question as to grade, manufacture or finish, and if the installer is not able to relocate it unseen or cut off the defective portion, the installer should not use that board. If he/she does, our liability is limited to replacement of defective material only in excess of 5% (excluding the cutting allowance).

Natural wood characteristics, such as knots, cracks, color variation, etc. are considered normal grade characteristics and are not considered defects. Minor variations in plank thickness do occur and are normal between planks, and are not considered defects.

We do not warrant against minor differences between color samples and the color of installed floors.

### **B. Warranty Against Finish Wear-through**

We warrant to the original purchaser of our Prefinished Hardwood Floors that the surface finish UV coated urethane will not wear through for a full 25 years from the date of purchase, when used under normal residential traffic conditions and use, and as long as you follow all the preventative and regular maintenance instructions provided with your product.

This warranty does not cover indentations, scratches and naturally occurring wood fiber discoloration. This warranty does not cover damages caused by spills, accidents, negligence, misuse, abuse, water, sand or other extreme environmental conditions. Gloss reduction or loss of sheen are not considered wear through and are not covered under the prefinished product warranty. Discoloration due to exposure to sunlight or other

environmental conditions is not considered wear through, and is not covered by our warranty.

This warranty does not cover any damage that results from the accidental or intentional penetration of the finish. Nor does the warranty cover damage caused by shoes in need of repair, sports equipment, furniture, cleaning equipment, sudden impact by hard objects, pet claws, use of abrasive cleaners, or abrasion by any object such as sand or pebbles. Scratches that appear after installation are considered to be normal wear. Sanding or "screening" the finish will void this warranty.

This warranty does not cover damage caused by moisture penetration, flooding, leaky plumbing, overflowed tubs or sinks, washing machines, dishwashers, or any similar damage.

**Caring for your Prefinished Hardwood Floor.** Abrasive products, natural or manmade, will damage your floor. Dry mop your floor regularly to remove loose dirt or before it can scratch your floor. Wipe up spills as quickly as possible. Never wet mop your hardwood floor. Use non-abrasive cleaners that do not contain oils, waxes or phosphates. Your hardwood dealer or installer can suggest products available in your local area. Protective pads should be used between the bottom of furniture and the floor. Entry mats at doorways should be used to catch dirt before being tracked on the floor.

**Radiant Heat Systems.** Installation over radiant heat will void this warranty.

### **C. General Information.**

The limited warranties described above apply only to our Prefinished Hardwood Floor products and are given to the original residential purchaser only. These warranties do not extend to commercial purchasers or commercial uses. These warranties are not transferable.

**Transportation and Storage:** The product must be transported and stored in a dry environment. No exposure to moisture of any type should be permitted. Do not store on concrete surfaces.

**Installation.** This warranty is void if a sub-floor other than 5/8" thick or greater performance rated plywood, or 3/4" thick or greater performance rated OSB is used. NOFMA approved staples or nails must be used and placed not more than 5" on center. Prior to installation, the owner/installer must determine that the job site and all sub-surfaces meet all requirements specified in the installation instructions. Your installer should follow the installation guidelines set forth by N.O.F.M.A. and the N.W.F.A. These are industry standards and are available by calling 1-800-422-4556. These standards include, but are not limited to: moisture content must be tested on both the product and subfloor prior to installation. The

use of touch-up pen or filler stick for correction during installation should be accepted as normal procedure. When our Prefinished Hardwood Floor is ordered, not less than 5% must be added to the actual square footage needed as allowance for cutting waste. We disclaim all responsibility for judgment errors and/or for poor installation quality of its product. We will not pay any installation or labor costs.

**Infestation:** This warranty does not cover damage due to insect infestation after the product has left the factory.

#### **D. CLAIM PROCEDURE:**

To file a claim, the original residential purchaser should first contact Baird Brothers Sawmill Inc. (“Manufacturer”). Claims must be filed within the warranty coverage period, and your purchase receipt, verifying date of purchase, and purchase price will be required. We reserve the right to have our designated representative inspect the floors and remove samples for technical analysis.

**EXCLUSIVE REMEDIES:** If any portion of our Prefinished Hardwood Floors should fail with respect to the warranty of manufacturing/grade defect we will replace the defective boards at our sole cost and expense. If any portion of our Prefinished Hardwood Floors should fail with respect to the warranty of wear-through, we will, at our sole option, within a reasonable time of receipt of actual notice and verification of your claim, repair, replace or refinish that only portion of the floor which has failed to perform consistently within the terms of this limited warranty, with the same product or another product of equal value, or will refund the purchase price of the affected portion of prefinished product.

**THIS IS THE SOLE AND EXCLUSIVE REMEDY TO THE PURCHASER AND SOLE OBLIGATION AND LIABILITY OF THE MANUFACTURER. MANUFACTURER HEREBY EXCLUDES AND WILL NOT PAY ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. MANUFACTURER ASSUMES NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU

#### **E. WARRANTY DISCLAIMERS AND EXCLUSIONS**

**PREFINISHED PRODUCT WARRANTIES EXCLUSIONS:** OUR LIMITED WARRANTIES DO NOT COVER WEAR THROUGH RESULTING FROM FAILURE TO FOLLOW ALL MANUFACTURER’S SPECIFIC WRITTEN INSPECTION,

INSTALLATION, OR MAINTENANCE INSTRUCTIONS, IMPROPER MAINTENANCE, INSUFFICIENT PROTECTION, MISUSE OR IMPROPER ALTERATIONS OF THE ORIGINAL MANUFACTURED PRODUCT, INDENTATIONS, SCRATCHES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, STAINS CAUSED BY MISUSE, ABNORMAL USE, NEGLIGENCE, VACUUM CLEANERS AND OTHER MECHANICAL CLEANING EQUIPMENT, NEGLIGENCE, FIRE, WATER, LIGHT EXPOSURE, MOISTURE, EXCESSIVE HEAT OR EXCESSIVE DRYNESS, SHAKE DUE TO ALTERATION OF PRODUCT OR DUE TO HUMIDITY, EROSION, PEBBLES, SAND, DIRT OR OTHER ABRASIVES, PETS, INSECTS, SPIKED HEEL SHOES, WEATHER CONDITIONS OR NATURAL DISASTERS. COLOR VARIATIONS, NATURALLY OCCURRING WOOD CHARACTERISTICS, WATER AND/OR MOISTURE, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING FROM BROKEN OR LEAKY PIPES, WET MOPPING, OR WEATHER CONDITIONS OR NATURAL DISASTERS OR INSUFFICIENT PROTECTION. OUR WARRANTIES DO NOT COVER NATURAL EXPANSION AND CONTRACTION RESULTING IN SEPARATION BETWEEN BOARDS, OR DAMAGE CAUSED BY HUMIDITY OR SUNLIGHT.

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THE MANUFACTURER EXCLUDES AND WILL NOT PAY ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO THE EXTENT PROVIDED BY LAW. WE ASSUME NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. HOWEVER, SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

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