

VICTORIAN HARDWOOD

Victorian Hardwood Limited Residential Structural Warranty

Limited Warranty Coverage

Victorian Hardwood (“Manufacturer”) warrants to the original residential purchaser (“Purchaser”) that its hardwood flooring products, under normal residential use and when properly installed and maintained, will be free from manufacturing defects in milling, grading, lamination, and dimensional stability that exceed accepted industry tolerances and materially impair the ordinary residential use of the flooring for as long as the original Purchaser owns the flooring at the original installation site.

This warranty applies only to first-quality products installed in accordance with current National Wood Flooring Association (“NWFA”) guidelines and Manufacturer installation instructions.

This Limited Warranty does not guarantee that claims, disputes, or legal proceedings will not arise. Rather, it defines the limited circumstances under which Manufacturer will provide a warranty remedy and expressly excludes all claims, damages, conditions, causes, and losses not specifically covered herein.

Manufacturing defect claims are covered only when the alleged manufacturing defect affects more than five percent of the total flooring purchased, excluding flooring that has been cut, altered, installed despite visible defects, damaged after delivery, discarded, or made unavailable for Manufacturer inspection.

Natural Characteristics of Wood

Wood is a natural product and will exhibit natural variations in color, grain, mineral streaks, texture, and shading. These characteristics are normal and are not considered manufacturing defects.

Exposure to sunlight, UV light, aging, and environmental conditions may cause changes in color over time. Area rugs, furniture, and other coverings may result in uneven aging or shading differences. Such conditions are normal and are not covered under this warranty.

Seasonal expansion and contraction of wood flooring may also occur and is not considered a defect.

Environmental Conditions

To maintain warranty coverage, indoor environmental conditions must be continuously maintained within the following ranges:

- Relative Humidity (“RH”): 35%–65%
- Temperature: 60°F–80°F

Failure to continuously maintain these conditions, or failure to provide reasonable documentation of such conditions upon request, may void warranty coverage. Movement-related conditions, including but not limited to shrinking, swelling, cupping, crowning, buckling, checking, cracking, splitting, warping, end-lift, edge-lift, gapping, or seasonal expansion and contraction, are not manufacturing defects and are excluded from coverage when caused in whole or in part by environmental, moisture, installation, structural, maintenance, or site-related conditions.

The use of humidification, dehumidification, heating, and air conditioning systems may be necessary to maintain proper conditions.

Installation Requirements

This warranty applies only when the flooring is installed in accordance with:

- Current NWFA installation guidelines
- Manufacturer installation instructions
- Applicable local building codes

The installer and/or Purchaser is responsible for:

- Inspecting all flooring prior to installation
- Verifying proper job-site conditions
- Conducting and documenting moisture testing
- Confirming subfloor suitability

Concrete subfloors must be tested in accordance with current ASTM standards, including ASTM F1869 and/or ASTM F2170, as applicable.

Wood subfloors must be structurally sound and properly prepared. Moisture content of the wood subfloor must be within 4% of the engineered hardwood flooring moisture content at the time of installation.

Approved subfloor materials include:

- Minimum 3/4-inch performance-rated plywood
- Minimum 3/4-inch oriented strand board (“OSB”)

Floor joists must not exceed 19.2 inches on center unless otherwise approved by a qualified design professional.

Mechanically fastened installations must use fasteners approved by NWFA guidelines.

Installer Inspection Requirement

The installer must inspect all flooring materials before installation. Flooring that contains visible defects, including defects in appearance, milling, grading, or finish, must not be installed.

Installation of any plank constitutes acceptance of that plank by the installer and Purchaser.

INSTALLATION OF ANY FLOORING PLANK CONSTITUTES ACCEPTANCE OF THAT PLANK BY THE PURCHASER AND INSTALLER.

MANUFACTURER SHALL HAVE NO RESPONSIBILITY FOR LABOR, REMOVAL, REINSTALLATION, REFINISHING, REPLACEMENT, OR MATERIAL COSTS ASSOCIATED WITH FLOORING INSTALLED WITH VISIBLE DEFECTS.

Exclusions From Warranty Coverage

This warranty does not cover damages or conditions resulting from:

Moisture or Water Intrusion

Including but not limited to:

- Plumbing leaks
- Appliance leaks
- Flooding
- Standing water
- Wet mopping
- Excessive subfloor moisture
- Pet accidents
- Improper humidity conditions

Improper Installation or Site Conditions

Including:

- Failure to follow NWFA guidelines
- Inadequate subfloor preparation
- Insufficient expansion space
- Improper fasteners
- Structural movement
- Uneven subfloors

Normal Wear and Tear

Including:

- Surface scratches
- Dents
- Gloss reduction
- Minor separations
- Seasonal movement
- Indentations from furniture or high heels

Abuse or Accidental Damage

Including damage caused by:

- Pets
- Furniture
- Sports equipment
- Appliances
- Sand, pebbles, or abrasive materials
- Improper cleaning products
- Impact damage

Environmental Conditions

Including:

- Excessive sunlight or UV exposure
- Extreme heat

- Radiant heat systems not approved by Manufacturer
- Insect infestation occurring after shipment from Manufacturer

Noise-Related Conditions

Squeaking, popping, or crackling sounds related to subfloor conditions, structural movement, or mechanically fastened installations are not covered.

Limitations of Liability

To the maximum extent permitted by applicable law, Manufacturer's sole obligation under this warranty shall be limited to repair, replacement, or refund of the original purchase price of the defective flooring material, at Manufacturer's discretion.

Manufacturer shall not be liable for:

- Installation or removal costs
- Labor expenses
- Loss of use
- Hotel costs
- Storage expenses
- Lost wages
- Personal property damage
- Incidental, consequential, special, indirect, or punitive damages

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to certain purchasers.

Disclaimer of Other Warranties

Except as expressly stated in this document, Manufacturer disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, to the extent permitted by law.

Some states do not permit limitations on implied warranties, so portions of this disclaimer may not apply.

Claims Procedure

Any claim under this warranty must be submitted in writing to Victorian Hardwood within a reasonable time after discovery of the alleged defect.

Manufacturer reserves the right to inspect the flooring and jobsite before any repair, refinishing, replacement, or alteration work is performed.

Any unauthorized repair, refinishing, or replacement performed prior to Manufacturer inspection may void this warranty.

To submit a warranty claim, the purchaser must provide all of the following:

1. Original proof of purchase;
2. Product identification, species, color, style, lot number, and quantity purchased, if available;
3. Installation date and location;
4. Name and contact information of the installer;
5. Pre-installation moisture testing records for the flooring and subfloor;
6. Subfloor preparation records, if available;
7. Photographs of the alleged condition;
8. Documentation of interior temperature and humidity conditions;
9. Maintenance and cleaning history; and
10. A reasonable opportunity for Manufacturer or its representative to inspect the flooring, jobsite, subfloor, and surrounding conditions before repair, replacement, refinishing, removal, or alteration.

Failure to provide requested documentation or failure to allow inspection before alteration of the flooring may result in denial of the claim.

Submit all claims to:
Claims-Victorian Hardwood
PO Box 402
Madison, Alabama 35758

If Manufacturer determines that a covered manufacturing defect exists, Manufacturer's sole and exclusive obligation, and purchaser's sole and exclusive remedy, shall be, at Manufacturer's option, one of the following:

1. Repair of the affected flooring material;
2. Replacement of the affected flooring material with the same product, if reasonably available;

3. Replacement with a comparable product selected by Manufacturer if the original product is discontinued, unavailable, or materially changed; or
4. Refund of the original purchase price paid for the affected defective flooring material only.

Manufacturer does not guarantee an exact match in color, grain, gloss, texture, species character, shade, aging, or appearance for replacement flooring.

Dispute Resolution

Any dispute arising from the purchase or use of this product or this warranty shall be resolved through binding arbitration administered by the American Arbitration Association in Huntsville, Alabama, unless prohibited by applicable law. The arbitrator shall have authority to award only those remedies available under this Limited Warranty and applicable law. The parties waive any right to trial by jury to the fullest extent permitted by law.

Transferability

This warranty is non-transferable and applies only to the original Purchaser at the original installation site.

State Law Rights

This warranty gives the Purchaser specific legal rights. Additional rights may vary from state to state.

Entire Agreement

This document constitutes the complete and exclusive warranty provided by Victorian Hardwood and supersedes all prior oral or written representations regarding the product warranty. No dealer, retailer, installer, builder, sales representative, employee, agent, or other person is authorized to alter, expand, modify, or waive this Limited Warranty. Any modification must be in a written document signed by an authorized officer of Manufacturer.

