

INDEPENDENCE®

HARDWOOD



PROUDLY HANDCRAFTED IN THE USA

ANTHEM

3/4" SOLID HARDWOOD PLANK & STRIP PRODUCTS LIMITED WARRANTY

WHAT IS EXCLUDED FROM THESE LIMITED WARRANTIES?

None of our installers, retailers, distributors or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our limited warranties.

WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OUR LIMITED WARRANTIES. BY THIS WE MEAN ANY LOSS, EXPENSE, OR DAMAGE OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. OUR LIMITED WARRANTIES CONSTITUTE THE ONLY EXPRESS WARRANTIES FOR THE PRODUCT PURCHASED.

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCT, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, 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 DO 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.

WHO'S COVERED

All warranties in this Limited Warranty Guide are given only to the original buyer/installation site owner of our product when the flooring is used in a residential (as opposed to commercial) setting. This warranty is non-transferable to subsequent owners.

WHAT IS COVERED AND FOR HOW LONG

The limited warranties described in this guide are subject to the product applications, limitations, disclaimers and exclusions described below and are effective for floors purchased after January 1, 2016. All warranties run from the date of retail purchase for the applicable period described in this guide.

From the date of retail purchase, The Manufacturer provides a 50-year residential finish limited warranty*; 3-year commercial limited warranty; and a lifetime structural limited warranty** subject to the applications, limitations, disclaimers and exclusions set forth. We warrant that the covered products are manufactured in accordance with accepted industry standards and the company's product specifications which cover visual grade, milling and finishing standards and specifications for this particular product. Based on these standards, grading deficiencies in excess of 5% of the total surface area of the installed product are not allowed. You or your installer should carefully inspect the products before installation for any milling, dimension or visual defects. The installer must use reasonable selectivity and hold out or cut-off pieces with deficiencies. Since wood is a natural product, there will be natural variations in color, tone and grain that are not covered by our limited warranties.



INDEPENDENCE® HARDWOOD



PROUDLY HANDCRAFTED IN THE USA

ANTHEM

3/4" SOLID HARDWOOD PLANK & STRIP PRODUCTS LIMITED WARRANTY

THE PRE-INSTALLATION LIMITED WARRANTY EXPIRES UPON INSTALLATION.

*We warrant to you (the original purchaser) that for the period indicated, the finish on the covered product will not wear through, and that the finish will not separate from the wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty.

**We warrant that the covered products, in their original manufactured condition, will be free from defects in grading, lamination and assembly for as long as you (the original purchaser) own the floor.

WHAT ARE YOU RESPONSIBLE FOR UNDER OUR LIMITED WARRANTIES

To be covered under our limited warranties (except under the Pre-installation Defects Limited Warranty) you need to retain your sales slip and make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring. You must also properly care for your new floor using our easy-to-use Care & Maintenance instructions. We recommend that you use only specially formulated floor care products to preserve your flooring. Use of floor care or sundry products (i.e. adhesives) other than those specially formulated and recommend for use with our flooring products may damage your floor and void this limited warranty.

WHAT WILL WE DO IF ANY OF THE COVERED EVENTS OCCUR?

If any of the covered events listed in this guide occurs within the limited warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring.

These limited warranties do 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.

These are the exclusive remedies under this limited warranty if a defect or other warranted condition occurs.

WHAT IS NOT COVERED BY THESE LIMITED WARRANTIES?

- The Limited Warranties do not cover conditions caused by improper use or maintenance, such as:
(see Care and Maintenance Guidelines)
 1. Reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by pets.
 2. Damage caused by negligence, accidents, misuse, or abuse (i.e., dragging object across the floor without proper protection).
 3. Wear caused by pebbles, sand or other abrasives, construction traffic, or failure to maintain the floor as required (see Care and Maintenance Guidelines).
 4. Damage caused by caster wheels or vacuum cleaner beater bars.
 5. Failure to support furniture with floor protectors that at least one inch in diameter, made of non-staining felt or non-pigmented hard plastic, rest flat on the floor and are replaced regularly.



INDEPENDENCE® HARDWOOD



PROUDLY HANDCRAFTED IN THE USA

ANTHEM

3/4" SOLID HARDWOOD PLANK & STRIP PRODUCTS LIMITED WARRANTY

- Splits, cracks, grain raising, checking, edge fracturing, splintering 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 or improper environmental conditions (i.e., low or high humidity) are not covered by these limited warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%.
- Wood flooring installed in full bathrooms with a shower or tub.
- Damage caused by fire, flooding, and other natural disasters and Acts of God.
- Changes in color due to aging, excessive moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish/stain) is not considered a defect. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.
- Color, shade, or texture variations between samples, printed color photography or replacement flooring and the actual material.
- Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g., cabinets, stair railings, trim, etc.).
- 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.
- Noises including, but not limited to, squeaks, popping, etc.
- 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.
- Construction or installation-related damage.
- Floors damaged by subfloor moisture or water damage, including without limitation, due to 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.
- Claims made on pieces of flooring installed with visible defects as it is the installer's responsibility to set aside pieces with visible defects and not use them. Flooring, once installed, is deemed accepted.
- Claims made on pieces of flooring installed with excessive color/grain variation as it was the installers responsibility to inspect the flooring prior to installation and install the floor in a random and harmonious mix.
- Insect infestation if it occurs subsequent to the date on which the product passes out of the manufacturer's control.
- Damage, excessive movement or defects caused by:
 - Improper shipping, handling, and/or storage after the product leaves the manufacturer's possession.
 - Improper preparation or excessive moisture content of the surface on which this product is installed.
- Improper installation whereby manufacturer's Installation Instructions are not properly followed.
- Installation over radiant-heated subfloors.



INDEPENDENCE® HARDWOOD



PROUDLY HANDCRAFTED IN THE USA

ANTHEM

3/4" SOLID HARDWOOD PLANK & STRIP PRODUCTS LIMITED WARRANTY

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

WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

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

In the event of a claim please visit the retailer from whom you purchased your Independence, Anthem flooring. The claim form must be submitted through the company from which the flooring was purchased. Upon receipt of the written claim, the retailer and distributor will act expeditiously to settle the matter but reserves the right to verify any claims or defect by physical inspection and have samples removed for technical analysis.

WARRANTY – “the fine print”:

The manufacturer neither assumes nor authorizes any other person to assume for it any other 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 an implied warranty lasts, so the above limitation may not apply to you. The manufacturer’s obligation under this warranty shall be limited to, at its options, providing replacement of shortages, exchange of defective products, or refund of purchase price for flooring with visible defects returned prior to installation. For flooring with delamination and finish defective issues discovered after installation and not visible prior to installation, the manufacturer, at its option, will either repair or replace the defective flooring and/or refinish the defective finish. The manufacturer assumes no liability for incidental or consequential damages. However, 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 the manufacturer is willing to replace/repair such defective goods or refund the purchase price. This warranty does not apply to any product or products designated as seconds, special or nonstandard items. Any product or products so designated are sold “as is”. In order to obtain performance of these warranty obligations, the person seeking performance should contact the retailer from whom they purchased their flooring. This limited warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. Interpretations - this sale shall be governed solely by the terms and conditions herein set forth which shall prevail over any conflicting terms and conditions of buyer, any statement in buyer’s purchase order, notwithstanding. All prior writings, representations or negotiations with respect to the subject matter are deemed to be merged herein. The failure of either party to enforce any of the provisions of this agreement shall not be construed as a waiver of such provision or of the right of any party thereafter to enforce each and every provision. The terms of this agreement may not be extended, discharged, amended or modified, in any way, except by a writing signed by an authorized representative of each party. This agreement shall be construed in accordance with the law of the State of Pennsylvania.

