



BANNER

Limited Warranty

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Conditions of Sale

THE FOLLOWING TOGETHER WITH THE OTHER WARRANTIES EXPRESSLY SET FORTH HEREIN ARE MADE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED:

Prior to the use of any hardwood flooring, the property owner/installer shall be solely responsible for determining the suitability of the hardwood flooring for its intended use, and that all hardwood flooring meets the requirements and expectations of the customer. If a board is installed, whether by nail, glue-down, or floated, it means you as the property owner/installer have determined that the hardwood flooring is merchantable, and have accepted the hardwood flooring “as is”, subject to the terms and conditions herein. Once a board is installed, the property owner/installer accepts responsibility/liability that the hardwood flooring meets the expectations of the customer.

The sole obligation of the manufacturer and distributor is to replace the quantity of hardwood flooring proved to be defective or to issue a refund of the purchase price paid for the portion of the floor proved to be defective, at North Wood Flooring’s discretion. Neither manufacturer or distributor shall be liable or responsible for “labor” if defective materials are installed. The manufacturer and distributor shall not be liable for mastic or adhesive installed over any subfloor other than concrete or plywood properly prepared. The manufacturer or distributor shall not be liable for injury, loss or damage, direct or consequential, arising out of the use or the inability to use the hardwood flooring. These conditions of sale and other terms set forth herein may not be altered without a written agreement signed by an officer or manager of the manufacturer. Notwithstanding the foregoing, these conditions of sale and other terms set forth herein may be updated and/or modified by North Wood Flooring on its website from time-to-time, and the property owner shall be bound by such updated and/or modified terms then in effect.

The sale of hardwood flooring is expressly conditioned upon property owner’s acceptance of the terms and conditions set forth herein, which acceptance may be express or implied. Property owner’s full or partial payment or receipt and acceptance of hardwood flooring shall constitute acceptance of the terms and conditions set forth herein. NORTH WOOD FLOORING EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON PROPERTY OWNER’S OR INSTALLER’S ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, WHICH ATTEMPT TO IMPOSE UPON NORTH WOOD FLOORING TERMS AND CONDITIONS WHICH DIFFER FROM NORTH WOOD FLOORING’S TERMS SET FORTH HEREIN; AND NORTH WOOD FLOORING’S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY PROPERTY OWNER OR INSTALLER COMMUNICATION SHALL NOT BE DEEMED TO WAIVE ANY PROVISION HEREIN, OR CONSTITUTE ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT AND/OR INCONSISTENT TERMS. These terms and conditions apply in lieu of any course of dealing between the parties or usage of trade in the industry.

NOTE:

Actual shipment of hardwood flooring may not always conform exactly to the color illustration or to samples; the manufacturer and distributor do not accept responsibility for such variations. It is our responsibility to provide you with a quality product, subject to the terms and conditions set forth herein. It is the responsibility of the property owner/installer to confirm that the hardwood flooring meets quality standards prior to installation. Warranty claims on all Hardwood Flooring must be made BEFORE installation, except for warranty claims on manufactured North Wood Flooring finish on North Wood Flooring finished product. You must inspect your hardwood flooring for QUALITY OF MANUFACTURER MILLING, GRADE, AND MOISTURE CONTENT, and failure to do so shall void the warranties set forth herein.

If a problem arises, please refer to North Wood Flooring’s Warranty terms set forth below.

Owner/Installer Responsibility

If a problem arises prior to or during installation, **STOP** and contact your distributor you purchased the product from, so they can work with North Wood Flooring in order to protect your warranty. You must provide prompt notice of any defect. Any potential product claims will require an **INSPECTION REPORT** completed in **FULL** by the property owner/installer, prior to any on-site inspections done. North Wood Flooring and/or distributor reserve the right to make on-site inspections with the property owner/installer prior to any resolution. All on-site inspections will require the property owner/installer to be present at the time of our evaluation. North Wood Flooring shall not be liable for a breach of its warranties hereunder unless North Wood Flooring reasonably verifies your claim that the product is covered by the warranty terms and conditions hereof. Under no circumstances will North Wood Flooring or the distributor be responsible for any claim in excess of the FOB sell price paid for the hardwood flooring that has been determined to be defective. It is recommended the property owner/installer follow the guidelines of the National Wood Flooring Association (NWFA) for any unanswered questions regarding installation and use of all hardwood flooring. Wood is a product of nature (NOT PERFECT); therefore, expect variations in grain and color. The property owner/installer has the **FINAL RESPONSIBILITY** of inspection regarding the grade and quality of the product prior to installation. You must use reasonable selectivity and hold out or cut off pieces with obvious defects. If an individual pieces or pieces of material are in doubt as to grade, manufacturing quality, or factory finish, the property owner/installer should not use the material. Liability of North Wood Flooring is limited to replacing defective material in excess of 5% material; i.e. **NO LABOR COSTS**. If proper procedure is not followed, you could in North Wood Flooring's discretion jeopardize any warranty that may cover the hardwood flooring you purchased/installed. The property owner/installer assumes total liability if these guidelines for all hardwood flooring are not adhered to.

There are no warranties which extend beyond the description of the face hereof.

Warranties for products purchased other than hardwood flooring, such as adhesives, finishes, tolls, etc. follow the warranty of the manufacturer of the product (and not the warranty of North Wood Flooring). Liability of North Wood Flooring is limited to replacing defective hardwood flooring only, as set forth herein; **NO LABOR COSTS**.

Warranty

Manufacturing and Structural Limited Warranty

Subject to the terms and conditions herein, North Wood Flooring warrants to the original purchaser (non-transferable) against any manufacturing defects caused by improper milling, grading, moisture levels, or finishing defects (if the purchased product is factory finished) for all products. **Once the board has been installed, it is deemed to have been accepted as being free of manufacturing and structural defects by the installer and owner, even if the latter is absent at the time of installation; provided, however, that the board shall be subject to the warranty terms expressly set forth herein.**

Residential Finish Warranty (Prefinished Products only)

For residential applications, North Wood Flooring warrants to the original purchaser that when used under normal residential traffic conditions, its factory finished flooring will not wear through or separate from the wood for a period of Twenty-Five (25) years for smooth prefinished products or fifteen (15) years for non-smooth prefinished product from the date of purchase. This warranty applies solely to wood floors manufactured and finished by North Wood Flooring. **The finish must be worn through on more than 10% of the total floor area before North Wood Flooring is responsible to take action under this warranty.**

Light Commercial Finish Warranty (Prefinished Products only)

For light commercial applications, North Wood Flooring warrants to the original purchaser, that its factory finished flooring will not wear through or separate from the wood for a period of five (5) years for smooth prefinished products or three (3) years for non-smooth prefinished product from the date of purchase. This warranty applies solely to wood floors manufactured and finished by North Wood Flooring. **The finish must be worn through on more than 10% of the total floor area before North Wood Flooring is responsible to take action under this warranty.**

Light commercial projects include business offices, conference rooms, specialty stores located in shopping centers without direct access to the outside, and similar applications as determined by North Wood Flooring. Food service establishments are NOT covered by this warranty.

Radiant Heat Installation Warranty

For radiant heat applications, North Wood Flooring warrants to the original purchaser, that the 'Manufacturing and Structural Limited Warranty' will apply to radiant heat installations, as long as the North Wood Flooring 'Radiant Heat Installation Instructions' are followed (a copy of which can be obtained upon request to North Wood Flooring or its distributors). Radiant heat for the purpose of this warranty, is considered as hydronic and air heated radiant installations only, and when applicable hardwood flooring products manufactured by North Wood Flooring are used. This warranty does not cover electric radiant heat installations of any kind.

When Warranty Applies

This warranty is effective for all wood floors manufactured by North Wood Flooring, except for products that are designated "as-is" when sold, which carry no warranty whatsoever. Our warranty extends only to the original purchaser of the flooring, and not to subsequent purchasers of homes or other locations where the flooring is installed. Our warranty is non-transferrable. Our warranty will only apply if the flooring is installed and maintained in strict compliance with North Wood Flooring's and/or NWFA's installation instructions, as applicable. You must undertake regular and preventative maintenance for this warranty to apply. You and the installer have the final responsibility to inspect the product before installation. North Wood Flooring will not be responsible for installation of parts that, for whatever reason, do not meet the design or aesthetic expectations of the final consumer, including without limitation product that includes knot holes or other features that are deemed undesirable by the final consumer.

Exclusions and Limitations to this Warranty

This warranty does not cover indentations, scratches, stains, or damage caused by negligence, or damage or deterioration caused from any of the following:

- Insects
- Pets
- Accidents, including, but not limited to, spills
- Failure to adhere to North Wood Flooring's specified installation instructions
- Failure to follow recommended wood floor care and maintenance guidelines provided along with this document
- Normal wear and tear
- Chemicals not approved for use by North Wood Flooring
- Irregularities with the sub floor (e.g. weakness, expansion and cracking)
- Misuse and/or Abuse
 - Causes include, but are not limited to, spiked or high heeled shoes, insufficient damage prevention and/or protection in kitchen workstation and underneath furniture, improper maintenance, and alterations to the original manufactured products
- Water damage
 - Including, but not limited to, water leaks, flooding, wet mopping, and/or standing water left on floor
- Erosion
 - Causes include, but not limited to, pebbles, sand, and abrasives
- Environmental conditions
 - Causes include, but not limited to, excessive or insufficient humidity/moisture, extreme sunlight, or rapid and extreme temperature/humidity changes where flooring is installed
- Poor workmanship by an installer, repairman, owner, or third party
 - Including, but not limited to unsatisfactory location of an installed board, improper installation, and bumps/dimples created by nailing machines, cleats, or staples

Any attempt to repair, replace, or refinish the floor prior to North Wood Flooring inspection and authorized repair actions, will void this warranty. No distributor, dealer, installer, agent, or sales person is authorized to change or increase the terms or coverage of this warranty.

The sole obligation and liability of North Wood Flooring under our warranty is to repair, replace, or refinish the floor proved to be defective, in part or in whole, at no cost to the original purchaser, or to issue a refund of the purchase price paid for the portion of the floor determined to be defective, at North Wood Flooring's discretion. IN NO EVENT SHALL NORTH WOOD FLOORING BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DELAY, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL, RESULTING FROM USE OR LOSS OF USE OF NORTH WOOD FLOORING'S PRODUCT, OR FROM NORTH WOOD FLOORING'S PERFORMANCE OR NON-PERFORMANCE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NORTH WOOD FLOORING'S TOTAL AGGREGATE LIABILITY UNDER THIS WARRANTY WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE ACTUAL TOTAL PRICE PAID BY THE ORIGINAL PURCHASER FOR THE FLOORING GIVING RISE TO THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IF FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY A COURT OR ARBITRATION PANEL TO BE INVALID OR INAPPLICABLE UNDER ANY APPLICABLE STATE OR FEDERAL LAW, YOU AGREE THAT NORTH WOOD FLOORING'S TOTAL LIABILITY FOR ALL LOSSES OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY APPLICABLE LAW.

North Wood Flooring shall not be liable to you or third parties for any delay in, or failure of, performance caused by acts or circumstances beyond its direct control, including but not limited to acts of God, fire, flood, explosion, accident, labor disputes, non-performance by a third party, or shortage or inability to obtain materials.

The terms hereof shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any conflicts of laws principles. Any action or proceeding involving any dispute relating to or arising from the product shall be commenced exclusively in the federal or state courts located in Brown County, Wisconsin, and you consent to the exclusive jurisdiction of such courts and waive any objection to such jurisdiction.

In the event any of the terms hereof are found to be invalid or unenforceable, whether in whole or in part, for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law.

Natural Wood Expansion, Contraction, and Discoloration

North Wood Flooring's wood flooring products are natural products. Some minor contraction, expansion, and discoloration may occur. Changes in the product due to the natural properties of wood are **not** covered by this warranty. These occurrences and/or visual changes in the hardwood floor will frequently self-correct with seasonal climate changes and/or under normal environmental conditions. Contraction/expansion is most commonly caused from changes in humidity/temperature. Natural wood discoloration or changes in color can be caused by exposure to sunlight, but wood also can naturally change in color over time, regardless of the level of sunlight exposure. North Wood Flooring will not repair or replace a floor due to natural changes caused by normal environmental conditions.

Claim Procedure

If your wood floor fails to perform, to make a claim under this warranty, and before altering the flooring in any way, the purchaser must contact and file a complaint with the distributor/retailer from whom the flooring was purchased. DO NOT first contact North Wood Flooring before this is done. This must be made with a complete copy of the invoice at the time of purchase and within 6 months of the occurrence of the problem in question. North Wood Flooring will work with the distributor/retailer to decide what portion of the floor is defective and determine the cause of the problem. North Wood Flooring and/or the distributor/retailer should be given reasonable opportunity to investigate any warranty claim, and no materials shall be returned or destroyed until after inspection and approval of warranty claim. North Wood Flooring will then, at its option, either repair or replace the portion of the floor that has been determined to be defective and covered by this warranty. In the unlikely event that North Wood Flooring is unable to repair or replace the flooring, North Wood Flooring will refund, if requested, the purchase price paid for the portion of the floor determined to be defective.

THE PRECEDING PARAGRAPHS SET FORTH NORTH WOOD FLOORING'S SOLE AND EXCLUSIVE OBLIGATIONS UNDER THIS WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, REMEDIES AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, SUITABILITY, QUALITY, CONDITION, OR ANY CONDITION OR WARRANTY ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR BY STATUTE OR OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law, and North Wood Flooring hereby specifically disclaims any such legal warranty to the greatest extent permitted by applicable law.

Floor Care and Maintenance

Congratulations on the installation of your new wood floor! It is now time to learn about caring for and maintaining your new floor, because not only do you want to enjoy the full lifetime and beauty of your new wood floor, but it is also an important investment.

The following care and maintenance tips should be followed to obtain the full benefit of your wood floor, and to ensure that our warranty will continue to apply.

Cleaning Your Wood Floor

Daily – Make sure your wood floor remains free of salt, sand, dirt, rocks, or any materials that may cause erosion of your finish.

Weekly – Clean your wood floor with a vacuum, duster, or broom. Do NOT use a vacuum that has beaters or hard attachment tips. Remember that grit and friction will greatly increase wear and can damage your wood floor.

Monthly – Clean your wood floors with a hardwood floor cleaning solution. Use only hardwood floor cleaning solutions from reputable manufacturers, such as: Bona Kemi, Basic Coatings, Minwax, or equivalent manufacturers to clean your wood floor. Do NOT use ammonia-based cleaners, oil-based soaps, bleaches, detergents, abrasive soaps or cleaners, waxes, acidic cleaners, or acrylic products, as they can damage your wood floor.

Do NOT use a wet mop to clean your floor, moisture from wet mopping will damage your wood floor. Wipe up spills immediately. Never allow water or cleaners to pool, sit on top, or soak into your wood floor. Moisture can damage your wood floor.

High Traffic Area Solutions

Use an area rug in front of your sink, other appliances, and in high-traffic areas in order to preserve the finish and beauty of your wood floor. Do NOT use a mat with a solid backing, as that will trap moisture between the mat and your floor.

Regulating Environmental Conditions

In order to avoid damage to your wood floor, keep the relative humidity in your home between 35% and 55% and the temperature (F) in your home between 60 and 80 degrees to reduce the risk of excessive expansion or contraction. Maintain a stable environment, and avoid sudden indoor climate changes.

Use curtains, blinds, or shades to protect your wood floor from daily, direct sunlight. Although it is natural for your wood floor to change color over time, direct sunlight will exaggerate to potential color change and/or cause unbalanced discoloration throughout your wood floor.

Additional Precautions

Don't wear high-heel, hard-sole, or spiked shoes on your wood floor. High-heel, hard-sole, and spiked shoes can damage the floor. For this same reason, keep your pets' nails trimmed to avoid scratch marks.

Use Pads on the ends of furniture legs in order to avoid denting or scratching your wood floor. If you have appliances on casters, replace small and hard casters with casters made of wide, soft rubber.

If you have to relocate heavy objects such as furniture or appliances, over your wood floor, use a hard barrier, such as a board, on the floor and move the item across the barrier instead of sliding it directly on the floor. Make sure the bottom of the barrier is clean and smooth. Do NOT slide the barrier as you move the item.