



## AACER Pre-Finished FLOORING – WARRANTY PROGRAM

### Limited Residential Warranty

The limited warranties set forth below apply only to prefinished products and are only effective with purchases made after January 1, 2005.

### FINISH WARRANTY

Aacer Flooring warrants that the factory finish will not wear through or separate from the wood for 25 years or as long as the original purchaser owns the home, whichever is less.

### MATERIAL WARRANTY

Aacer Flooring warrants that the products have been manufactured in compliance with the grading rules of Aacer Flooring, and will be free from manufacturing defects, which are limited to improper milling or improper drying only. Manufacturing defects do not include natural wood characteristics such as mineral streaks, knots, grain variations, and normal minor differences between color samples and the color of installed floors. These are normal characteristics and are not defects.

### EXCLUSIONS AND LIMITATIONS

- ◆ These warranties do not cover damage, indentations, scratches, or stains arising from negligence, accidents, abuse, fire or excessive heat, abnormal wear, spike heels, grit, sand or other abrasives, dents or insect infestation after the product has left our factory or any condition caused by domestic pets.
- ◆ Aacer floors should be installed in environments of 35% to 55% relative humidity to prevent possible damage not covered by warranty. Installation of a humidifier or dehumidifier may be necessary. The Aacer floor is designed to perform in an environmentally controlled structure.
- ◆ The sole obligation and liability of Aacer Flooring under our limited warranties is to repair, replace, or refinish the floor, in part or in whole, at no cost to the original purchaser or to issue a refund of the purchase price, at Aacer Flooring's discretion. Only Aacer floors that were professionally installed will be eligible for labor cost reimbursement. If you installed the floor yourself, Aacer will cover the cost of replacement materials only.
- ◆ No warranty coverage is provided for flooring that contains obvious defects of any kind that were discovered or discoverable with reasonable effort by you or your contractor and installed nonetheless. If before installation you discover any flooring that has obvious defects, please contact Aacer Flooring or distribution immediately, and replacement flooring will be provided at no cost.
- ◆ The limited warranties do not cover color changes to any flooring, which results from exposure to UV light. Normal exposure to sunlight will cause changes in the shading of any wood floor and this is not considered a defect. Area rugs should be removed occasionally, as they block sunlight and may give the appearance of discoloration under the rug.
- ◆ These warranties do not cover damage or unsatisfactory performance caused by excessive moisture including, but not limited to, improper humidity inside the home, excessive ground moisture that migrates into the home for any reason, water leaks caused by broken pipes or appliances, weather conditions or any other natural disasters such as flooding or excessive rainfall.
- ◆ Gloss reduction is not considered wear-through. Therefore, it is not covered under the finish warranty.
- ◆ Since wood is a natural product, it will tend to expand and contract as moisture and humidity levels inside the home may change. Accordingly, normal expansion and contraction, which results in minor separations between flooring boards are not covered by these warranties.
- ◆ These warranties exclude and will not pay consequential or incidental damages associated with any warranty claim. Repair, refinish, or replacement (or a refund of your purchase price) of flooring material are the sole remedies.
- ◆ All warranties are limited to the original purchaser only and the warranties herein are not assignable or transferable to any other party.
- ◆ Aacer shall be given reasonable opportunity to investigate any warranty claim and no materials shall be returned to Aacer or destroyed until after inspection and approval by Aacer.

THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, OR AS OTHERWISE SET FORTH HEREIN. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE MADE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL AACER FLOORING BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE THIS PRODUCT, FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. YOUR RIGHTS AND THE LIMITATIONS DESCRIBED ABOVE VARY FROM STATE TO STATE. THUS IT IS IMPORTANT TO RETAIN THIS WARRANTY INFORMATION. NO INSTALLER, RETAILER, DISTRIBUTOR, AGENT, OR EMPLOYEE OF AACER FLOORING HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OR LIMITATIONS OF THIS WARRANTY