



# UNFINISHED ENGINEERED FLOORING

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## WARRANTY

### **WHEN WARRANTY APPLIES**

This warranty is effective for all Gräfhaus Collections by Graf Brothers Flooring. 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 only applies if the flooring is installed in strict compliance with the installation instructions provided with your product. You must also undertake regular and preventative maintenance for this warranty to apply.

### **MANUFACTURING & STRUCTURAL WARRANTY**

Graf Brothers Flooring warrants to the original purchaser that its flooring will remain free from defects in assembly, milling, lamination, dimension and grading for as long as the original purchaser owns the floor. Graf Brothers Flooring also warrants to the original purchaser against any manufacturing defects caused by improper milling or grading.

### **EXCLUSIONS FROM WARRANTY**

Graf Brothers warranty does not cover scratches, indentations or damage to the floor caused by negligence, or damage from any of the following causes:

- Abrasives
- Water
- Spiked heel shoes
- Pebbles
- Misuse
- Pets
- Accidents
- Natural wood discoloration
- Changes in color due to sunlight exposure
- Improper maintenance
- Insufficient humidity or moisture
- Insufficient damage protection in kitchen work stations and underneath furniture
- Failure to follow all manufacturer's specific written installation instructions
- Wet mopping
- Erosion
- Insects
- Sand
- Abuse
- Poor workmanship by the installer
- Bumps and/or dimples created by nailing machines, cleats or staples
- Extreme environmental conditions
- Excessive humidity or moisture
- Insufficient damage prevention
- Extreme sunlight
- Alterations to original products
- Failure to follow recommended wood floor care and maintenance guidelines as set in this document

## **AVAILABLE REMEDIES**

If your Gräfhaus Collection wood floor fails to perform under this warranty, Graf Brothers Flooring will decide what portion of the floor is defective and determine the cause of the problem. Graf Brothers Flooring will then at its option, replace or repair the portion of the floor that it determines to be defective and covered by this warranty. In the unlikely event that Graf Brothers Flooring is unable to repair manufactured defects after a reasonable number of attempts, Graf Brothers Flooring will refund, if requested, the purchase price of the portion of the floor that was determined defective. Graf Brothers Flooring will not refund the installation costs or any amount beyond the purchase price of the floor.

## **NATURAL EXPANSION AND CONTRACTION**

Gräfhaus Collection wood flooring is a natural product. Some minor contraction and expansion may occur. Changes in the product due to the natural properties of the wood will not be covered by the warranty. These occurrences and/or visual changes in the hardwood floor will frequently self-correct with seasonal climate changes or under normal environmental conditions. Graf Brothers Flooring will not repair or replace a floor due to these natural changes caused by normal environmental conditions.

## **LIMITS OF THIS WARRANTY**

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

This warranty is in lieu of all other representation, collateral agreements, conditions or warranties of any kind, whether expressed or implied, including without limitation any condition or warranty as to merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or warranty arising 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.

## **LIMITS ON DAMAGE**

In no event shall Graf Brothers Flooring or its suppliers be liable for any direct, punitive, indirect, commercial, economic, incidental, consequential, or special damages resulting from use or loss of use or the performance or non-performance of The Gräfhaus Collection or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. Graf Brothers Flooring total liability under this warranty will not, under any circumstances, exceed the actual total price paid by the original purchaser for the flooring.

## **ADDITIONAL TERMS**

Certain conditions, limitations and exclusions set out in this warranty are not permitted or effective in some states. Some of the conditions, limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law.