



WARRANTY

50 YEAR RESIDENTIAL LIMITED WEAR WARRANTY FOR AMERICAN AQUAWOOD, INC. HARDWOOD FLOORING

Introduction

Our Flooring is manufactured under the strictest of quality controls. Being a quality manufacturer, American Aquawood wishes to back its products with a clear warranty that applies to the original purchaser and the original site of installation only.

What this warranty covers

This warranty covers all American Aquawood engineered wood flooring manufactured after March 1, 2016 and purchased from an American Aquawood Authorized Distributor or Retailer in North America. Closeouts, seconds, factory specials are excluded from this warranty.

Who this warranty covers

This warranty applies to the original purchaser and the original site of installation only. It covers flooring that is used in residential environments only.

Pre-installation warranty

It is the duty of the installer, whether professional or DIY (do it yourself), to inspect all flooring before installation. If during inspection the installer or buyer feels the floors is the wrong color, improperly manufactured, has finish problems, is off-grade or is the wrong gloss level, he/she should NOT install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring which is visibly wrong if such flooring is installed. Installed flooring is deemed to be visibly acceptable. Since wood is a product of nature, not plastic, standard industry practice allows up to 5% of the flooring shipped to deviate from regular quality standards on milling, handling, finish and/or grade. We will replace or refund the purchase price of material that are deemed not to meet the regular quality standards in excess of this 5%.

Why does the industry allow up to 5% of the wood to have minor issues?

When flooring is installed, naturally a certain percentage goes to cross cutting and fitting waste. Another small percentage of the flooring will go into closets and other unseen areas. It is assumed that an experienced installer will cross cut out small imperfections during fitting or put visibly unusual pieces in seldom seen or unobtrusive areas. By not removing 100% of the material with minor quality issues in the factory, we help save precious natural resources as well.

Finish warranty

American Aquawood warrants that the factory finish on its floors will not wear through for a period of 50 years from the date of purchase under normal residential traffic conditions and use. The pre-installation warranty above covers the replacement /refund for any flooring returned in excess of 5% of the total flooring shipped with visible flaws. This includes visible finish flaws, prior to installation. If there is a problem with wear through, it must exceed 10% of the surface area for this warranty to cover. Changes in gloss level are not covered under this warranty, including shiny spots that might develop if you too aggressively rub in one spot. Over the course of time, it is normal for overall gloss levels to change and as such is not warranted.

Lifetime Structural Warranty

We offer a lifetime warranty to the original purchaser that our engineered flooring products will not delaminate. Delamination is when any of the multiple layers making up the piece of flooring separates. All of our engineered flooring is manufactured to exterior / marine use standards. This warranty does not cover whole pieces of flooring coming off of the sub-floor, which is a problem with the installation process or glue, not our manufacturing process.

5 YEAR COMMERCIAL LIMITED WEAR WARRANTY

Introduction

We manufacture all of our flooring under the strictest of quality controls. Being a quality manufacturer, we wish to back our products with a clear warranty that applies to the original purchaser and the original site of installation only. This warranty covers all our engineered wood flooring manufactured after March 1, 2016 and purchased from an Authorized Distributor or Retailer in North America. Closeouts, seconds, factory specials, and any other flooring sold "as is" are excluded from this warranty.

This warranty applies to the original purchaser and the original site of installation only. It covers American Aquawood flooring that is used in a light commercial environment, such as business offices, clothing and/or toy stores or other non-food retail stores.

Pre-installation warranty

It is the duty of the installer to inspect all flooring before installation. If before or during inspection the installer or buyer feels the floors is the wrong color, improperly manufactured, has finish problems, is off-grade or is the wrong gloss level, he/she should NOT install the flooring. Please immediately contact the retailer from which the flooring was purchased. No claims will be accepted for flooring which is visibly wrong if such flooring is installed. Installed flooring is deemed to be visibly acceptable.



5 Year Commercial, Wear Layer Warranty

We warrant, to the original owner/purchaser, that the engineered flooring will not wear through or separate from its multi-ply, engineered construction for a full 5 years from the date of purchase. This 5 year warranty applies to applications where normal, light commercial and residential traffic conditions apply. This warranty excludes any indentations, scratches or surface damages caused by lack of proper maintenance, misuse, negligence, spiked heel shoes, water, erosion, pebbles, sand, other abrasives or insufficient protection on furniture. Chair Pads are required under desk chairs. To preserve appearance and prevent accelerated wear, and to act as a deterrent to delamination. Chair pad should have a smooth, or felt bottom (no cleats). Changes in gloss level are not covered under this warranty, as over the course of time it is normal for overall gloss levels to change.

Lifetime Structural Warranty

We warrant its products, in their original manufactured condition, to be free from defects in lamination, assembly, milling, dimension and grading. Structural Integrity means that products will remain free from defects in lamination, assembly, milling, dimension and grading for as long as the original purchaser owns the home or commercial flooring.

Hardwood flooring, being a natural product, will continue to expand and contract through normal heating and non-heating seasons. Properly installed hardwood floors may consequently experience some separation between boards at different times during the year. If such separations do occur, they are not covered by this warranty.

Warranty exclusions and conditions

THESE WARRANTIES PROVIDE NO EXPRESS OR IMPLIED COVERAGE AGAINST:

- Scratches, indentations, marks, stains or other damage caused by negligent or accidental exposure to pebbles, grit, sand or other abrasives, pets, insects, high heeled or cleated shoes, fire, product spills, excessive moisture, heat or dryness;
- Changes in color due to exposure to light: variations in color, tone, grain patterns and other naturally occurring characteristics of hardwood;
- Problems arising from failure to follow manufacturer's written installation, care and maintenance instructions;
- American Aquawood expressly excludes and will not pay consequential or incidental damages under this warranty. By this, American Aquawood means any loss expense, inconvenience or damage other than to the wood floor.

AMERICAN AQUAWOOD WARRANTS THAT:

- Its 100% waterproof planks will not noticeably swell, shrink, or delaminate upon brief exposure to liquids due to typical household spills and leaks.
- Its 100% waterproof planks will be free from manufacturing defects impairing their aesthetics and functionality.
- Its 100% waterproof planks will maintain the aesthetics and functionality of their engineered hardwood finish under normal household usage for a period of 50 years from the date of purchase.
- Its 100% waterproof planks will maintain their structural integrity without delamination for as long as they are used at the site of original installation.

What this warranty covers:

This warranty covers all American Aquawood planks purchased from an Authorized Distributor or Retailer in North America.

Who this warranty covers:

This warranty only covers the original purchaser of the warranted American Aquawood planks.

Warranty claims:

Warranty claims for noticeable manufacturing defects must be made prior to installation. Warranty claims for latent defects must be made within one year of defect becoming noticeable. Warranty claims must be made in writing to: American Aquawood, 3034 Parquet Drive, Dalton, Georgia 30720.

Warranty remedy:

The remedy for claims covered by this warranty is for the warranted planks to be repaired or replaced, at the election of American Aquawood.

Warranty Exclusions

This warranty does not apply to planks removed from the site of original installation; planks damaged by improper installation, improper cleaning or maintenance methods, flooding, outdoor use, high-traffic commercial use, negligence, or high-density impact loads (e.g., from high heels, cleated shoes, or furniture). This warranty excludes consequential, incidental, or punitive damages. THIS WARRANTY IS THE SOLE WARRANTY WITH RESPECT TO THIS PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF, AND EXCLUDES, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE PROVISIONS HEREIN.

We neither assume nor authorize any other person or entity to assume any other obligation in connection with the sale of this product. This warranty is the complete and exclusive expression of our 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 long an implied warranty lasts, so the above limitation may not apply to you. Our obligation under this warranty shall be limited to providing replacement of shortages, exchange of disputed product, or refund of purchase price for flooring with visible flaws returned to us prior to installation. For flooring with delamination and finish problems which occur after installation and are not visible prior to, we assume 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 provide herein is the replacement /repair of disputed products or refund of purchase price. This remedy shall be the buyer's exclusive remedy, and shall not be deemed to have failed its essential purpose as long as we are willing to replace /repair such disputed goods or refund the purchase price. This warranty does not apply to any products designated as seconds, special or non-standard items. Any product or products so designated are sold "as is". To get performance under this warranty, the person seeking performance should first contact the dealer from whom they purchased the flooring.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. 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.