



## AACER Pre-Finished FLOORING – LIMITED 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, 2016.

### FINISH LIMITED WARRANTY

Aacer Flooring warrants that the factory finish will not wear through or separate from the wood for 25 years under normal acceptable use. All warranties are limited to the original purchaser only and the warranties herein are not assignable or transferable to any other party. Purchaser must retain sales slip and make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring.

### MATERIAL LIMITED 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 only. Standard practice allows for up to 5% margin of error for natural imperfections and manufacturing defects.

### EXCLUSIONS AND LIMITATIONS

- ◆ 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.
- ◆ Installers, retailers, distributors, or employees do not have the authority to alter the obligations, limitations, disclaimers or exclusions under our limited warranties.
- ◆ 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 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.
- ◆ 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 our limited warranties.
- ◆ These warranties do not cover damage or unsatisfactory performance caused by excessive moisture including, but not limited to, improper humidity, ground moisture, water leaks, weather conditions or any other natural disasters such as flooding or excessive rainfall.
- ◆ 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.
- ◆ These 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.

- ◆ Color and/or wood character (e.g. knots, edge grain, color streaks, etc.) variations between flooring and/or samples and other flooring or wood products which you wish to match (e.g. cabinets, stair railings, trim, etc.) are not covered.
- ◆ Gloss reduction is not considered wear-through. Therefore, it is not covered under the finish warranty.
- ◆ A product deformity that is not measurable or 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.
- ◆ 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.
- ◆ Construction or installation related damage is not covered.
- ◆ 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