

## **Limited Warranty for Prefinished Engineered Floors**

# Serenity Floor provides a limited warranty for its product under the following conditions.

#### **Eligibility Based on Purchase Source**

This warranty is valid only for products purchased directly from Serenity Floor or through an authorized Serenity Floor dealer. Products purchased from unauthorized sellers, including independent resellers or third-party marketplaces, are not covered under this warranty. For a list of authorized dealers, please refer to the Retail Locations section of our website.

#### **Defects in Manufacturing**

Serenity Floor ("Manufacturer") extends a warranty to the original buyer ("Buyer") that the goods are free from manufacturing defects for the duration of your homeownership. Given that hardwood is a natural product, it may possess naturally occurring blemishes. The owner/installer of a Serenity Hardwood Floor is required to exercise reasonable selectivity and eliminate or cut off objectionable naturally occurring blemishes.

#### **Structure Warranty**

Serenity Floor hereby warrants to the original buyer of Serenity engineered flooring products. that, under normal use, the plies will not separate for as long as you own your home.

#### **Warranty for Finish**

The Serenity Hardwood finish is guaranteed against wear through or lack of finish adhesion. Refer to the product sample or consult with your retailer for the duration of the warranty applicable to specific products. This warranty is contingent upon the Manufacturer receiving written notice from the Buyer regarding the alleged defect before the expiration of the limited warranty period. Additionally, evidence must be provided to demonstrate that the Products were correctly installed and not subjected to any of the conditions described below.

#### **Limitations on Liability**

The buyer's exclusive remedy and the manufacturer's singular liability in any claim, whether arising from tort, contract, or breach of warranty, is limited to either repairing or replacing the defective goods for the affected area. These goods must be proven to the manufacturer's satisfaction to be defective in manufacture, or alternatively, the buyer may receive a refund of the applicable purchase price. Under no circumstances, including breaches or defaults by the



manufacturer, shall there be any other liability (including, but not limited to, incidental or consequential damages) or any monetary liability to the buyer exceeding the contract price or prices of the relevant products in question. If the manufacturer opts to repair or replace the proven defective products, all charges should be submitted to the Customer Relations Department for evaluation and review.

#### **Warranty Exceptions**

While our warranty is excellent, there are some limits to it. Any of the following shall void and invalidate our warranty.

**Visible Defect:** Visible defects are those defects which are apparent on the face of the flooring. They must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation.

**Building Settling or Uneven Subfloor:** These situations are considered to be part of the preinstallation inspection process. Do not install wood flooring if these situations exist. This warranty does not cover damage caused by settling or uneven subfloor.

**Improper Installation:** Improper installations, done in a way that is contrary to the specifications, can cause problems with a Serenity floor. Manufacturer will not replace a floor with defects caused by improper installation.

**Improper Maintenance or Inadequate Care:** Your Serenity floor requires maintenance. Please follow the instructions that are recommended by Serenity. Seller will not replace a Serenity product damaged by improper maintenance or inadequate care.

Accidents, Abuse or Abnormal Wear: This warranty does not cover damage resulting from accidents or abuses that stain or scratch the finish, diminished gloss, or indent the surface of the wood. It also does not cover damage caused by heavy or concentrated foot traffic, damage by pets claws (nails), and failure to protect the floor from sand, gravel and other abrasives by use of walk off mats.

Indentations from Stiletto Heels on Shoes: A stiletto heal can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8", and walking on any wood surface with stiletto heels is considered an abusive situation. Seller will not replace any Serenity Product damaged by stiletto heels on shoes.

**Problems with Moisture or Dryness:** This warranty does not cover damage caused by wetting or the presence of excessive moisture, or by conditions that are too dry.

**Excessive Sunlight:** This can cause discoloration. Draperies or shades will usually provide adequate protection. This warranty does not cover damages or discoloration caused by



excessive sunlight or Ultra Violet rays. For this reason, new and/or replacement flooring may not match display samples and/or existing flooring.

**Consequential or Incidental Damages:** Manufacturer expressly excludes and will not pay consequential or incidental damages under this warranty. By this, Manufacturer means any loss, expense, inconvenience or damage other than to the wood floor itself that may result from a defect in the Serenity Product

**Extreme Conditions and Surface Checking:** The humidity level in the home must be in the 40%–60% range throughout the year using air conditioners, humidifiers or dehumidifiers as appropriate. Dramatic variations in humidity may cause micro checking of the finish. This is not considered a defect and is not covered by the warranty.

**Abuse or Misuse:** This warranty does not cover damage caused by neglect, abnormal use or misuse, application of solvents, corrosives or other chemicals to the flooring, color change, excessive pivot and point-loads, stiletto shoes, heavy furniture or equipment, unpadded furniture feet, water, pet claws, pet urine, damage from sand, pebbles or other abrasives or other unintended uses.

**Water Damage:** This warranty does not cover damage caused by moisture penetration through the subfloor, flooding, leaking plumbing, overflowing sinks or similar water damage.

**Insect Infestation:** This warranty does not cover any insect infestation after the product has left the factory.

**Radiant Heat:** Only low temperature radiant heating systems which are regulated to never exceed 80°F at the wood surface may be used. If surface area is allowed to exceed 80° all warranties are void. Only Float-In installations are acceptable for Radiant Heat subfloors. Maple, Beech, Ash and Asian Jatoba expand and contract more than other wood species. There is a greater risk of gaps occurring especially when installed over radiant heating systems. Such gaps are NOT manufacturing defects and are not covered by this warranty.

**Natural variations:** Wood is a natural product, containing natural variations in color, tone and grain. We do not warrant against natural variations in color within the floor nor variations between samples and the installed floor. Variations may also develop over time because of varying exposure to sunlight or UV light.

ITEMS NOT COVERED BY THE WARRANTIES INCLUDE DAMAGES RESULTING FROM NATURAL EVENTS SUCH AS HURRICANES, TORNADOES, EARTHQUAKES, AND FLOODS. THIS ALSO ENCOMPASSES THE INSTALLATION OF FLOORING WITH VISIBLE DEFECTS, ABUSE TO THE SURFACE OF THE FLOORING FROM CONSTRUCTION TRAFFIC, AND THE USE OF NON-RECOMMENDED NAILERS, STAPLERS, OR ADHESIVES. ADDITIONALLY, ISSUES LIKE SQUEAKING, POPPING, OR CRACKLING, EXCEPT THOSE CAUSED BY THE MISMANUFACTURE OF THE TONGUE OR GROOVE, ARE NOT COVERED.



IN THE EVENT OF A WARRANTY CLAIM, SERENITY FLOOR WILL COVER THE COST OF ONE REPLACEMENT FOR THE DEFECTIVE PORTION OF THE INSTALLATION, INCLUDING REASONABLE MATERIALS AND LABOR EXPENSES. HOWEVER, THE WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THE SOLE REMEDY PROVIDED IS THE MANUFACTURER'S OPTION TO REPAIR, REFINISH, OR REPLACE THE DEFECTIVE AREA. IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE MANUFACTURER IS UNABLE TO CORRECT THE FAILURE, A REFUND OF THE PRORATED PURCHASE PRICE MAY BE REQUESTED.

ATTEMPTING TO REPAIR OR REPLACE THE FLOOR BEFORE THE MANUFACTURER'S INSPECTION AND AUTHORIZED REPAIR ACTIONS WILL VOID THE WARRANTY. THE WARRANTY DOES NOT COVER LABOR COSTS IF THE FLOORING IS INSTALLED BY NON-PROFESSIONALS, AND IT DOES NOT APPLY TO PRODUCTS DESIGNATED OR SOLD AS B-GRADE, WHICH ARE SOLD "AS IS." THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BEYOND THOSE EXPLICITLY STATED IN THIS WARRANTY.

WHILE SERENITY FLOOR IS WILLING TO REPAIR OR REPLACE DEFECTIVE GOODS, THIS WARRANTY WILL NOT BE CONSIDERED FAILED IN ITS ESSENTIAL PURPOSE. HOWEVER, IN SOME STATES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT BE APPLICABLE. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS THAT MAY VARY FROM STATE TO STATE.

### **For Warranty Service**

As the original purchaser, it is imperative that you inform the authorized flooring dealer from whom the initial purchase was made of any defect within 30 days of discovering it, but still within the timeframe specified by this limited warranty. To facilitate the consideration of a warranty claim, you must provide the following items to the authorized flooring dealer:

- 1. A valid proof of purchase, such as a sales receipt or other documents establishing proof of the transaction.
- 2. A comprehensive description of the issue and/or a photograph/sample clearly depicting the warranty problem.

Should Serenity fulfill a claim under this restricted warranty, it will, at its discretion, either repair or replace the cost of the impacted flooring material exclusively. If the installed color is no longer accessible, Serenity will grant authorization for your dealer to substitute the affected floor with an alternative Serenity product of equivalent value. The remedy outlined above stands as the sole and exclusive resolution for claims covered by this limited warranty.