



TULIP HARDWOOD FLOORS

LIMITED RESIDENTIAL / LIGHT COMMERCIAL WARRANTY

The limited warranties set forth below apply only to prefinished products and are only effective with purchases made after January 1, 2021.

OWNER AND/OR INSTALLER RESPONSIBILITIES

- Tulip Hardwood Floors boards are made from hardwood, which is a natural material that may contain imperfections inherent in the material.
- The following responsibilities shall be inherited by the owner of the floor, even if he/she is absent at the time of installation.
- Prior to installation, the installer and owner must make sure that the project site and subfloor comply with the conditions specified in Tulip Hardwood Floors installation guide. **The installer and owner are responsible for inspecting floor boards prior to installation.**
- The installer must select boards in a reasonable manner and, when necessary, discard, install in less conspicuous place, or cut boards with any type of irregularities whatever their origin.
- **Once the board has been installed, it is deemed to have been accepted by the installer and owner even if the latter is absent at the time of installation.**

FINISH LIMITED WARRANTY

Tulip Hardwood Floors 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.

Tulip Hardwood Floors offers a **5 Year Finish Warranty** on all formulated and stated light commercial grade prefinished product finishes as long as the flooring installation and care guidelines are adhered to. This warranty is given solely to the original purchaser. This Finish Warranty applies only to commercial applications using a NANO guard protective finish and installations with regular wear and when proper care and maintenance is followed.

Light commercial projects include business offices, conference rooms, specialty stores located in shopping centers without direct access to the outside, and similar applications (subject to approval by Tulip Hardwood Floors).

Food service establishments are not covered by the warranty.

MATERIAL LIMITED WARRANTY

Tulip Hardwood Floors warrants that the products have been manufactured in compliance with the grading rules of Tulip Hardwood Floors, 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 Tulip Hardwood Floors 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 Tulip Hardwood Floors 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.



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- No warranty coverage is provided for flooring that contains obvious defects of any kind that were discovered or discoverable with reasonable effort by the owner or owners' contractor and installed nonetheless. If before installation you discover any flooring that has obvious defects, please contact Tulip Hardwood Floors 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.
- Tulip Hardwood Floors shall be given reasonable opportunity to investigate any warranty claim and no materials shall be returned to Tulip Hardwood Floors or destroyed until after inspection and approval by Tulip Hardwood Floors.

CLAIM PROCEDURE

To make a claim under this warranty, and before altering the flooring in any way, the purchaser must contact and file a complaint with the retailer from whom the flooring was purchased. **DO NOT** first contact Tulip Hardwood Floors before this is done. This must be made with a complete copy of the invoice at the time of purchase and within 6 months of the occurrence of the problem in question. In the event an agreement is not reached with the dealer, the purchaser can then submit a copy of the claim and all other pertinent information along with a copy of the invoice within the warranty period by using the claim provided by Tulip Hardwood Floors.

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 TULIP HARDWOOD FLOORS 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 TULIP HARDWOOD FLOORS HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OR LIMITATIONS OF THIS WARRANTY.

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