

## **Bamboo Flooring Limited Wear Warranty**

**Effective Date: 9-27-2018**

This Home Legend, LLC flooring comes with Limited Residential or Commercial Wear Warranty. The limited warranties apply to original purchaser of the flooring and are not transferrable. Specific site application and duration of each warranty is found in the marketing or sales literatures.

Home Legend LLC warrants the flooring in their original manufactured condition to be free from defects in material and workmanship including milling, assembly, dimension and grading. When installed, cared, maintained and placed in service conditions according to manufacturer's instructions, it will not wear through the finish layer.

### **Limited Lifetime Structural Integrity Warranty**

Engineered bamboo flooring carries additional Limited Lifetime Structural Integrity Warranty. Home Legend LLC warrants "the cohesion between the composites or layers of the product" will remain intact when installed, cared, maintained and placed in service conditions according to manufacturer's instructions during service life of the product.

#### **Definitions:**

1. "Residential use" means that the original purchaser owns and resides in the home where the product was installed.
2. "Commercial use" means user other than above defined Residential use.
3. "Lifetime" means that the warranty applies for as long as the original purchaser owns and resides in the home where the product was installed.
4. "Finish wear through" is defined as "complete finish removal affecting at least 10% of a total floor installation project" due to normal foot traffic.

Bamboo is a natural product with inherent natural characteristics which include: variations in color, tone, graining, mineral streaks, small knots, or pin worm holes. They are sensitive to light exposure. Depending on the degree of sensitivity, it will appear darker or lighter over time. Home Legend, LLC does not warrant against naturally occurring variations or appearance changes in the planks. Any sample, photos or models is for demonstrative purposes only and they do not create a warranty of any kind that the goods you purchased shall conform thereto. Home Legend, LLC does not warrant against variations between samples, photos or models and the installed flooring.

#### **This warranty is subject to the following conditions:**

- The flooring must be installed properly in accordance with the manufacturer's installation instructions and for its intended purpose as flooring.
- Uses other than its intended purpose are not covered by the warranty. Such uses include, but not limited to, installation on the ceilings, walls, boats, airplane, motor vehicles.
- Installation requirements include, but not limited to, subfloor moisture content limits, flatness, soundness and stability, product acclimation.
- The flooring must be used indoors in dry, climate-controlled areas. This limited warranty does not apply if it is used outdoors or otherwise exposed to uncontrolled climate conditions.
- The flooring must be maintained in accordance with the included care and maintenance instructions.
- This limited warranty applies only to defects which were not visible before or during installation of the flooring. If there is a visible defect in the flooring material, the flooring material should not be installed, and should instead be returned as defective material.

#### **Exclusions from warranty coverage:**

- Damages resulting from improper or inadequate maintenance or accidents, such as damage caused by scratching, impact or cutting.
- Damages resulting from the use of a steam cleaner, jet mop, spray mop, or similar wet mop.
- Gloss or sheen reduction or discoloration resulting from heat, sunlight or artificial light.
- Damages resulting from improper installation or construction.
- Damages resulting from abuse; such as, moving appliances across the floor without adequate protection.
- Damage caused by water or excessive moisture on the floor, in the subfloor or underneath the floor. Water damage caused by flooding, prolonged stay of standing water, subfloor hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure), leaking pipes, household mechanical failures, appliance leaks, pet urine, or conditions that result in moisture being below the floor are not covered.
- Separation between boards or damage as a result of natural expansion and contraction caused by low or excessive humidity including, but not limited to, splits, cracks, grain raising, checking, edge fracturing, splintering or chipping that occurs during or after the flooring has been installed.
- Intermittent noises including, but not limited to, squeaks, popping, etc.
- Product deformity that is not measureable or that is only visible under certain light or from a certain angle is not considered a defect. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Recoating and finish alterations (finishes applied by the owner or installer) including, but not limited to, refinishing or recoating.
- Floors that are installed in non-owner occupied residences (except products that are noted warranted commercial).
- Floors that have been replaced by a previous claim.
- Floors which have been installed, then removed due to substandard subfloor, and reinstalled.
- Incidental and consequential damages. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Such damages shall include, but not limited to, the followings: any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products, inconveniences or hotel accommodations.
- Products sold "AS IS" or products described as "thrift," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "rustic," "close-out," "off-goods" or "non-standard."

**Disclaimers:**

HOME LEGEND, LLC DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FLOORING PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Home Legend, LLC's warranties cannot be altered by sales representatives or distributors. Sales representatives and distributors have no authority whatsoever to establish, expand, or otherwise modify said warranties.

Home Legend, LLC's limited warranty provisions are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

Home Legend, LLC's limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid.

**Claims:**

Any claim which is covered under the Home Legend, LLC., Limited Warranty must be submitted to us through your retailer who will file a claim on your behalf. You will be required to provide the following information: your name, address, contact information, purchase order information, and receipt showing proof of the Home Legend, LLC., flooring purchased.

The product is warranted against manufacturing defects for one year from purchase date.

**Home Legend, LLC's Responsibility:**

If Home Legend, LLC accepts a claim under this limited warranty, Home Legend, LLC, will repair or replace, at its option, the Home Legend, LLC flooring material only. If your floor was professionally installed, Home Legend will also pay reasonable labor costs for the repairs or replacement. If we repair or replace a plank or more as a result of a warranty claim, you will be required to clear, at your expense, any items placed over the affected area subsequent to the original installation.

Home Legend, LLC reserves the right to verify any claims or defect by inspection and have samples removed for technical analysis. We must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which should be no less than thirty (30) days after the problem is reported.

If Home Legend, LLC in its sole discretion, determines that such repair or replacement is not reasonably achievable, Home Legend, LLC may choose to refund the purchase price of the affected flooring material. If the Home Legend flooring design for which a claim is made is no longer available, Home Legend, LLC will replace the affected floor materials with another customer-approved design of equal or greater value or may choose to refund the purchase price of the affected flooring material at Home Legend, LLC's discretion.

We will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, we conclude the site conditions may not be acceptable for the installation of the flooring.

Upon approval of a warranty claim, Home Legend, LLC will provide instructions on the manner in which to proceed in order to have your flooring repaired or replaced. Comply with such instructions within ninety (90) days after the claim is approved or your rights under the limited warranty will be deemed waived.

The above remedies are the sole and exclusive remedies for claims on this Home Legend, LLC product. These limited warranties give you specific legal rights, and you may also have other rights which vary from State to State.

ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF GEORGIA OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NORTHERN GEORGIA.

If you have questions regarding this warranty, please call 877-630-1800 or visit our website at [www.homelegend.com](http://www.homelegend.com)