

## **LIMITED 50 YEAR RESIDENTIAL WARRANTY**

## WHAT THIS LIMITED 50 YEAR WARRANTY COVERS

This warranty covers NUVELLELOCK™ flooring. This warranty covers first quality NUVELLELOCK™ only. Standard industry guidelines allow up to 5% (on a square foot basis) of the flooring to deviate from regular quality standards on milling, finish and/or grade.

## 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. This warranty is not transferrable.

## **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 OCCURING CHARACTERISTICS OF HARDWOOD;
- PROBLEMS ARISING FROM FAILURE TO FOLLOW MANUFACTURER'S WRITTEN INSTALLATION, CARE AND MAINTENANCE INSTRUCTIONS; INSTALLATION OVER RADIANT HEAT, BY ELECTRIC HEAT BASEBOARDS AND BELOW GRADE IS NOT COVERED BY THIS WARRANTY.
- EXPANSION AND CONTRACTION RESULTING IN GAPS BETWEEN BOARDS OR ANY OTHER PROBLEMS ARISING DUE TO EXCESSIVE MOISTURE, IMPROPER TEMPERATURE AND/OR HUMIDITY LEVELS;
- DAMAGE DUE TO EXPOSURE TO EXCESSIVE MOISTURE FROM ANY CAUSE OR SOURCE; COVERAGE
  EXPRESSLY EXCLUDES AND WILL NOT PAY CONSEQUETIAL OR INCIDENTAL DAMAGES UNDER THIS
  WARRANTY. BY THIS, MEANS ANY LOSS EXPENSE, INCONVENIENCE OR DAMAGE OTHER THAN TO THE
  WOOD FLOOR. EXCESSIVE MOISTURE (AND DRYNESS) CAN CAUSE ISSUES SUCH AS CHECKS, CUPPING,
  CROWNING, WARPING, BUCKLING, PEELING, TWISTING OR GAPPING.
- FINISH WEAR-THROUGH, MUST EXCEED 10% OF THE SURFACE AREA ON A SQUARE FOOT BASIS FOR VALID WARRANTY COVERAGE. CHANGES IN GLOSS LEVEL ARE NOT COVERED UNDER THIS WARRANTY, INCLUDING SHINY SPOTS THAT DEVELOP DUE TO AGGRESSIVE RUBBING IN ONE SPOT.

Nuvelle neither assumes nor authorizes any other person or entity to assume for it 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 to the duration of this express warranty. Some states do not allow limitations on how an implied warranty lasts, so the above limitation may not apply to you. Nuvelle's obligation under this warranty shall be limited to, at its options, providing replacement of shortages, exchange of disputed product, or refund of purchase price for flooring with visible flaws returned to the retailer where you purchased the product and prior to installation. For flooring with finish problems which occur after installation and not visible prior, Nuvelle assumes 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 of refund of purchase price through the retailer you purchased floor from. This remedy shall be the buyer's exclusive remedy, and shall not be deemed to have failed of its essential purpose so long as Nuvelle is willing to replace and/or 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". In order to get performance under this warranty, the person seeking performance should first contact the retailer 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.

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