



Unique Timber Floors®

Timber Top® - Official Product Warranty

Warranty

The Timber Top® Range is covered by a **10 Year Structural Warranty**. This warranty covers all types of structural defects such as delamination, buckling and twisting. This warranty is not a wear warranty and does not cover surface wear.

Liability Limitations

Timber Top® plank flooring is intended for use in residential settings with light to normal traffic conditions. This statement of warranty is the only warranty, expressed or implied provided by Unique Timber Floors for this product.

This warranty does not include the cost of labour if the flooring is installed by anyone other than professional installers. It does not apply to any products designated or sold as B-grade, which is sold "as is".

Except as stated herein, no other warranty, express or implied is provided, including any warranty of fitness for a particular purpose. No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided.

Under no circumstances shall Unique timber Floors be liable or in any matter responsible for any claim, loss or damage arising from the purchase, use or inability to use it's products or form of special, indirect, incidental, or consequential damages, including without limitation, lost profits, emotional, multiple, punitive or exemplary damages or attorneys fees, even if Unique Timber Floors or its representatives have been advised of the possibility of such damages before sale.

In no event shall Unique Timber Floors be obliged to cover the costs of old or new materials other than Timber Top™ brand product, and any warranty thereto is limited to the warranty, if any, provided by the original manufacturer. In no event shall Unique Timber Floors liability exceed the amount it actually received upon distribution for the defective materials at issue. Any claim for warranty coverage must be made within one year of the date upon which the defect first become known or first should have been discovered.

All claims must be made in writing, and must include evidence of the purchase date and the identity of the original purchaser and installation location; without such proof, no warranty coverage will apply.

This warranty gives you specific legal rights and you may have other rights, which vary, from state to state. Some states do not allow the exclusion or limitation of implied warranties or incidental, consequential, emotional distress or punitive damages, and in such events, the exclusion or limitations set forth above shall be deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you. To obtain service under this warranty, start with your dealer, or failing that, contact Unique Timber Floors.

Limited Warranty

The following structural and performance warranties for Unique Timber Floors are limited to the original purchaser, and may not be assigned or transferred. Structural and performance warranties are subject to the following conditions:

- The flooring must be used in only indoors areas and be installed and used in accordance with Timber Top™ Installation Instructions and Floor Care Guide.

Radiant Heat Performance Warranty Exclusions

Unique Timber floors DOES NOT extend its normal Structural Warranty to flooring used in radiant-heated sub floors: ie a heating system that uses electrical mats or water filled pipes that run through the concrete or sleeper subfloor.

- It is especially important that you maintain proper humidity levels in the interior of your home at all times during the year. Run humidifiers and fans as necessary to maintain normal humidity variations (40-65%).
- Note: Failure to comply with the above guidelines may cause hairline cracks in the finish.

Exclusions to Warranty

The following are excluded from this warranty.

Improper Installation. Instructions must be followed including requirement that the subfloor be dry and level before installation.

Improper Maintenance. Maintenance instructions must be followed. In particular, the floor cannot be wet mopped.

Extreme Conditions. The humidity level in the home must be in the 40-65% range throughout the year using de-humidifiers or humidifiers as appropriate.

Abuse or Misuse. This warranty does not cover indentations, scratch damages caused by negligence or damage caused by high heel shoes, furniture or equipment, pet claws, pebbles or sand.

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

Alterations/Repairs. Alterations to flooring will void any and all except implied warranties. No warranty is provided to cover repairs. Resurfacing and repairs or replacement shall not extend the warranty period.

Reinstallation. If Unique Timber Floors chooses to replace or to reinstall warranted planks, the following applies: Unless expressly provided in the Warranty description herein, Unique Timber Floors is not obligated to provide for, or to incur the costs of, repair or reinstalling defective flooring, or resurfacing or refinishing the replaced surrounding flooring. An obligation to replace or repair does not extend to any sub flooring materials, adhesives, supplies or other items consumed in the course of removal, installation or refinishing.

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