



AMERICAN ★ GUILD[®]

HARDWOOD FLOORING LIMITED WARRANTY



The legend. The lifestyle. The legacy.

Hardwood Flooring Limited Warranty

Installation Disclaimer- PLEASE READ BEFORE INSTALLATION

INSTALLATION WARNING: Installation conditions – including temperature, sun exposure and humidity – will affect this product’s performance over time. For best results, room temperature and humidity of installation area must be kept consistent with normal, year-round living conditions for a minimum of one week prior to installation. All products require a specific temperature range of 65°F to 75°F. Products utilizing Long-Leaf Acacia require a humidity range of 40% to 60%, while all other products require 35% to 65% relative humidity. Installation outside of these recommended ranges or over a wet subfloor will likely cause movement in the flooring, including potential shrinkage, tip-raising, gapping between pieces, cupping and face-checking. American Guild® cannot be held responsible for site conditions. Please see your local American Guild sales representative or refer to www.americanguild.com for proper installation and care of your floors.

ATTENTION:

To prevent voiding the American Guild Warranty upon install, please refer to and follow the American Guild Installations Instructions for proper installation of American Guild floors. Though these instructions are intended to offer general guidance as it relates to American Guild floors, they are not a replacement for a certified professional installer. Failure to follow instructions risks revoking any warranty assurances. American **Guild hardwood floors MUST be installed according to the National Wood Flooring Association’s (NWFA) installation guidelines in order for the American Guild Hardwood Flooring Limited Warranty to be valid.** The most current publication of the NWFA guidelines is available to all NWFA members, and can be found at www.nwfa.org.





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WHAT IS COVERED BY THE AMERICAN GUILD® WARRANTY?

Limited Structural Integrity Warranty For as Long as You Own Your Floors

American Guild® hardwood flooring ("American Guild") warrants to the original retail purchaser of its products that American Guild engineered floors ("Flooring"), in its original manufactured condition, shall be free from manufacturing defects in milling and grading for as long as you own your Flooring (except as otherwise noted below).

25-Year Residential Surface Finish Limited Warranty

The surface finish for Flooring purchased for residential use is warranted by American Guild not to wear through or separate from flooring for 25 years from the date of retail purchase under normal residential traffic conditions so long as all care and maintenance instructions provided by American Guild are followed. Failure to do so may void this warranty.

3-Year Commercial Surface Finish Limited Warranty

The surface finish for Flooring purchased for commercial use is warranted by American Guild not to wear through or separate from flooring for 3 years from the date of retail purchase under normal commercial traffic conditions so long as all care and maintenance instructions provided by American Guild are followed. Failure to do so may void this warranty.

Warranties Apply to Original Purchaser ONLY

All Flooring warranties, including any implied warranties, apply to the *original retail purchaser* of the Flooring ONLY. All warranty coverage terminates if you sell or otherwise transfer the Flooring or the property to which the Flooring is attached.

Limit on Implied Warranties

To the greatest extent permitted by law, any implied warranty on Flooring, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.



WHAT THIS WARRANTY DOES NOT COVER?

In order to be covered under this limited warranty, **the Flooring must be properly installed by a licensed flooring contractor** in accordance with all installation instructions provided to you with the Flooring. This warranty does not cover damage arising from improper installation of the Flooring. In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of American Guild Flooring products.

American Guild offers no additional warranties, express or implied, other than those set forth herein. Neither your retailer nor anyone else has the authority to alter the terms of this warranty. Any representations or promises made by your retailer or installer are not binding on American Guild.

This warranty does not cover minor separations between boards due to normal expansion and contraction that wood floors may experience, based on weather conditions or other outside forces. This warranty does not cover cupping, delaminating, and/or crowning due to excessive moisture or humidity. This warranty does not cover damage resulting from the failure to properly maintain Flooring and may be voided due to your failure to follow all American Guild care and maintenance instructions. This warranty does not cover damage caused by improper or incorrect use or application of any product on Flooring. This warranty does not cover naturally occurring elements of wood flooring, including but not limited to, open knot holes, pits, worm holes, or other characteristics resulting from true craftsmanship or hand-scraping of Flooring.

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring. **This warranty does not cover any defects unless the square footage of such defective flooring exceeds ten percent (10%) of the total square footage of your purchased Flooring.**

This warranty does not cover manufacturing defects in Flooring that has been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify American Guild of any such manufacturing defects **before** installing Flooring. If not properly notified, American Guild shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Flooring.

This warranty does not cover variances in grain or color found in samples or photographs supplied by dealers or variances in grain or color between samples and Flooring actually received by you.

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This warranty does not cover any change to the Flooring caused by exposure to light and oxygen, including any color change or the development of a unique patina over time.

This warranty does not cover indentations, scratches or other damage caused by negligence, intentional acts, water, sand, abuse or other misuse of the Flooring.

This warranty does not cover damages resulting from the failure to provide proper environmental conditions, including but not limited to maintaining proper temperature and humidity levels. **All products require a specific temperature range of 65°F to 75°F. Products utilizing Waru and Acacia require a humidity range of 40% to 65%, while all other products require 35% to 65% relative humidity.** This warranty does not cover surface checking resulting from high or low relative humidity and/or mildew, discoloration, or cupping resulting from subfloor moisture.

This warranty does not cover damage resulting from the failure to follow manufacturer's installation and maintenance instructions, including but not limited to the failure to use approved adhesives and moisture barriers. We recommend that you only use maintenance products approved for aluminum oxide flooring to clean and maintain your Flooring. Use of cleaning or maintenance products other than those specially formulated for the aluminum oxide Flooring, or improper use or application of any cleaning or maintenance product, may damage the Flooring and may void this limited warranty.

This warranty does not cover special, incidental or consequential damages of any kind. Some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitation may not apply to you.

Radiant Heat Systems

Certain Flooring is warranted for use with Radiant Heat Systems. If such Flooring is installed over a radiant heating system, the surface temperature of the Flooring must not exceed 82 degrees Fahrenheit. Dramatic temperature changes may damage the Flooring. Flooring must be heated gradually in 5 degree Fahrenheit increments. It is recommended that a dedicated thermostat be installed to allow the temperature of the Radiant Heat System to be accurately controlled. For warranty coverage to apply, the Flooring must be authorized for use with a radiant heating system and the installation must conform to the manufacturer's *Special Instructions for Installations over Radiant Heat Systems*, including the placement of approved under-floor heat sensors.



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WHAT AMERICAN GUILD WILL DO?

American Guild will – at its option – either repair and/or replace the Flooring which is defective or credit you for the portion of the purchase price attributable to the Flooring which is defective. You are responsible to pay for shipping and handling for any replacement Flooring, along with any and all other costs related to the defective Flooring (e.g., labor to remove Flooring, labor to install replacement Flooring, additional materials required to install replacement Flooring, removal of any household fixtures or furniture required to repair or replace the Flooring, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement Flooring is not guaranteed to match the original Flooring in terms of color, tone, pattern or other natural characteristics of wood. These remedies are your sole and exclusive remedies under this warranty.

HOW TO GET SERVICE

First, contact your retailer or distributor. If you have additional questions or concerns, please contact American Guild by telephone at 1.844.4.AGUILD, by mail at 8480 Miralani Drive, San Diego, CA 92126, or by email at info@americanguild.com.

Where possible, any complaints made under this warranty will be resolved within 30 days. However, due to the nature of certain complaints and/or forces outside American Guild's control, certain complaints may take longer to resolve. If your complaint has not been resolved by your retailer within 30 days of your notification to the retailer, please contact American Guild directly for further assistance.

YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

GOVERNING LAW, FORUM AND VENUE

This warranty shall be interpreted in accordance with the laws of the State of California, without regard to any choice of law provisions, which might otherwise apply in California or elsewhere. American Guild and customer agree that the Superior Court of California shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or American Guild Flooring. You acknowledge and



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agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of San Diego, State of California. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

