

# FERMA WOOD AND BAMBOO

## WARRANTY



FERMA WOOD FLOORING ("FERMA") hereby warrants to its original purchaser ("the Original Purchaser") that its Pre-finished Solid Hardwood Flooring and Pre-finished Engineered Hardwood Flooring ("the Products") to be free from manufacturing defects for a certain period as long as the Original Purchaser owns his/her home. This Warranty IS SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH HEREIN. This Warranty covers only approved products with a mark of FNEN or FERMA and is effective on the products purchased and then installed after July 1, 2004 within the confines of private residential homes using recommended installation methods, floor maintenance procedures and maintaining proper relative humidity condition. This warranty does NOT apply to any commercial use or installation over a radiant heat environment or below ground level.

## **3/4" PRE-FINISHED SOLID HARDWOOD FLOORING**

### **FULL LIFETIME LIMITED STRUCTURAL WARRANTY**

FERMA warrants its 3/4" pre-finished solid wood flooring to be free from defects in the structure, machining, final dimension for as long as the original purchaser owns their home and maintains a normal environmental condition inside the home.

Normal environmental conditions mean maintaining a temperature of approximately 68F-72F and relative humidity of 40-60%.

FERMA is not responsible for any issues resulting from moisture such as but not limited to: cupping, warping, shrinkage, twisting or buckling; any issues resulting from subfloor inadequacies or failure to follow maintenance procedures. Warranty does not cover installation of obvious defective boards, installation denotes acceptance. It is the installer's responsibility to examine the products prior to installation and cull out unacceptable boards.

FERMA is not responsible for solid flooring installed below grade. It is not recommended.

Failure to acclimate flooring and/or qualify jobsite conditions may invalidate this warranty.

Seasonal expansion and contraction with minor gapping in the heating season is a normal function of wood and is not considered a defect, hence not covered by this warranty.

Damage caused by pets, spiked heels, negligence insects, wet mopping or non recommended maintenance procedures, dents, scratches or any damage due to abuse/negligence are not covered by this warranty. Gloss reduction is not considered a finish defect. Color and graining are not considered defects but are a natural character of real wood.

### **FULL 25-YEAR RESIDENTIAL FINISH WARRANTY**

FERMA warrants that its UV Cured aluminum oxide finish with residential application, used under normal residential conditions, with recommended maintenance procedures will not wear through or separate from the hardwood flooring. This warranty is effective for 25 years from date of purchase.

Proof of purchase is required.

## **PRE-FINISHED ENGINEERED FLOORING**

### **FULL 20 YEAR STRUCTURAL WARRANTY**

- FERMA warrants that the wear layer will not wear through or delaminate from the body of the board under normal residential usage for a period of 20 years from the date of purchase. Warranty applies solely to original purchaser. Normal environmental conditions must be maintained. Normal environmental conditions are: temperature between 68F-72F and relative humidity of 40% -60% year round. Environmental conditions outside these limits will void warranty.
- Industry standards allow up to 5% allowance for defects natural or manufactured.
- Proof of purchase is required.
- FERMA is not responsible for any issues resulting from moisture such as but not limited to: cupping, warping, shrinkage, twisting or buckling, splits and checks, any issues resulting from subfloor inadequacies or failure to follow maintenance procedures. Warranty does not cover installation of obvious defective boards, installation denotes acceptance. It is the installer's responsibility to examine the products prior to installation and cull out unacceptable boards.
- Seasonal expansion and contraction with minor gapping in the heating season is a normal function of wood and is not considered a defect, hence not covered by this warranty.
- Damage caused by pets, spiked heels, negligence, insects, wet mopping or use of non recommended maintenance procedures are not covered by this warranty. Gloss reduction is not considered a finish defect. Color and graining are not considered defects but are a natural character of real wood.

### **FULL 20-YEAR RESIDENTIAL FINISH WARRANTY**

FERMA does warrant that its UV Cured aluminum oxide finish with residential application only, used under normal residential conditions, with recommended maintenance procedures will not wear through or separate from the hardwood flooring. This warranty is effective for 20 years from date of purchase and covers the original purchaser only.

Proof of purchase is required.

### **SOLID BAMBOO FLOORING**

#### **FULL LIFETIME LIMITED STRUCTURAL WARRANTY**

FERMA warrants its pre-finished solid bamboo flooring to be free from defects in the structure, machining, final dimension for as long as the original purchaser owns their home and maintains a normal environmental condition inside the home.

Normal environmental conditions mean maintaining a temperature of approximately 68F-72F and relative humidity of 40-60%.

FERMA is not responsible for any issues resulting from moisture such as but not limited to: cupping, warping, shrinkage, twisting or buckling; any issues resulting from subfloor inadequacies or failure to follow maintenance procedures. Warranty does not cover installation of obvious defective boards, installation denotes acceptance. It is the installer's responsibility to examine the products prior to installation and cull out unacceptable boards.

FERMA is not responsible for solid bamboo flooring installed below grade. It is not recommended.

Failure to acclimate flooring and/or qualify jobsite conditions may invalidate this warranty.

Seasonal expansion and contraction with minor gapping in the heating season is a normal function of bamboo and is not considered a defect, hence not covered by this warranty.

Damage caused by pets, spiked heels, negligence insects, wet mopping or non recommended maintenance procedures, dents, scratches or any damage due to abuse/negligence are not covered by this warranty. Gloss reduction is not considered a finish defect. Color and graining are not considered defects but are a natural character of bamboo flooring.

### **FULL 25-YEAR RESIDENTIAL FINISH WARRANTY**

FERMA warrants that its UV Cured aluminum oxide finish with residential application, used under normal residential conditions, with recommended maintenance procedures will not wear through or separate from the solid bamboo flooring. This warranty is effective for 25 years from date of purchase.

Proof of purchase is required.

### **WARRANTY LIABILITY AND EXCLUSIONS**

- Proper installation of flooring is required for all warranty to take effect. Improper installation will invalidate all warranty.
- Use of FERMA DT-7700, FERMA DT-9200, or DriTac brand professional grade adhesion is required for all glue-down or other applicable type installation.
- This warranty extends only to the replacement of defective boards and does not cover removal or installation costs or any other incidental costs. FERMA'S liability is limited to replacing or repairing only the boards deemed defective at FERMA's option. Industry standards allow for a 5% tolerance in grading, manufacturing or natural defects.

- If FERMA is unable to provide a replacement, or a repair is not practical, FERMA will refund the purchase price of the boards deemed defective on a prorated basis, taking into consideration the remaining life of the limited warranty.
- FERMA assumes no liability for incidental or consequential damage.
- Claims must be filed within the warranty period.
- Cracks, splits or checks in the surface of wood due to low relative humidity, sudden change in humidity and temperature of the home are issues relating to environmental conditions and are not covered by this warranty. Humidifying system may help maintaining a healthy and optimum environment for your wood floor.
- Proofs of purchase are required for warranty to take effect.
- Complaint issues must be addressed first to original dealer with details of issues, dates and timelines.
- FERMA reserves the right to have a designate representative inspect the flooring and if necessary remove samples for analysis.
- No installer, retailer, distributor, employee or agent of FERMA has the authority to alter in any manner the obligations or limitations of this warranty.
- Warranty applies only to original purchaser. Warranty is not transferable.
- Warranty applies only where product have been paid for in full.
- Due to natural color variations, UV light, and/or character marks, new or replacement flooring may not match samples of existing flooring exactly. Slight color and tone variations may occur. This is to be expected and accepted when matching old with new flooring.
- Excluded from this warranty is the condition of lightening or darkening of the flooring due to natural occurrences such as sunlight or any other affectation due to circumstances beyond the control of the manufacturer. Red woods such as cherry, mahogany are light sensitive and changes related to this natural phenomenon are not covered under this warranty.
- Warranty does not cover any products designated as close-outs, trial runs, bargain or cabin grade, second or economic grade, or other non-standard grading.

## **WARRANTY DISCLAIMERS**

FERMA shall not be liable for loss of use or any other incidental or consequential costs, including but not limited to removal or damage to moldings, cabinets, appliances, carpeting, drywall, wallpaper, paint, and, by the original purchaser or by any other person. The remedies as described in these warranties are the sole and exclusive remedies available to the original purchaser. The original purchaser understands and

agrees that all incidental and consequential damages and any relocation costs related to repairing or replacement is solely its responsibility. Any and all warranties, except those limited warranties provided herein, are specifically disclaimed and excluded. This agreement shall be governed by and construed in accordance with the laws of the state of New Jersey. Any action brought in 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 New Jersey.