Hardwood Flooring
Limited Residential and Light Commercial Warranty
Oil Finished Floorings are Excluded

Effective Date: 10-8-2020

This flooring comes with Limited Warranties. The warranties apply to the original purchaser of the flooring for residential or light commercial use and is not transferrable. For the warranties to be effective, the flooring must be installed, cared, maintained and placed in service conditions according to manufacturer's installation instructions.

Limited Manufacturing Defect Warranty
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 for a period of one year from the date of purchase.

Limited Lifetime Residential Wear Warranty
Home Legend warrants that for the duration of the service life of the flooring and under normal residential conditions and uses, the finish layer will not wear-through from foot traffic to the point of exposing the bare wood of the flooring.

Limited Lifetime Residential Structural Integrity Warranty (Engineered Hardwood Only)
Home Legend warrants that for as long as the flooring is in service, under normal residential conditions and uses, the cohesion between the layers of the product will remain intact and the flooring will remain stable.

Limited Lifetime Residential Water Resistant Warranty
Only applicable to products advertised as Water Resistant
Home Legend warrants that for as long as the flooring is in service, top surface water exposure from normal residential activities and uses when removed within 24 hours, will not damage the structural integrity of the flooring. Only applicable to product advertised as water resistant.

Limited Light Commercial Warranty
The flooring comes with corresponding limited light commercial wear, and structural integrity warranties for the durations as published in marketing, sales or warranty schedule documentation. Only applicable to products advertised with commercial warranty.

Definitions:

1. "Residential use" means that the original purchaser owns and resides in the home where the product was installed. It excludes rental and leased properties.
2. "Light Commercial use" means conditions and foot traffic which moderately impact the flooring. Examples: Small restaurant (excluding wet area), doctor/dental offices, nursing home common areas, lounge (excluding service area), interior entryways, elevators, office conference rooms, hospitality rooms, vending areas, art galleries, banks, bookstores, boutiques, office waiting area, gift shops, hotel rooms, jewelry stores, professional offices, photography studios, styling salons, rented or leased dwelling places.
3. "Full Commercial use" means conditions and foot traffic which severely impact the flooring. Examples: Airport terminals, bars, large restaurants, department store aisles, supermarket aisles, school classrooms and hallways.

4. "Finish wear through" is defined as "complete finished wear layer removal exposing the core layer and affecting at least 10% of a total floor installation project" due to normal foot traffic.
5. "Structural integrity" is defined as "the cohesion between the composites or layers of the product" which will remain intact when installed, cared, maintained and placed in service conditions according to manufacturer's instructions during service life of the product. Attached backing (I.e., EVA foam) is not part of composite unit, therefore it is excluded.

Wood Characteristics – Workmanship - Samples and Photos

Wood is a natural product with inherent natural characteristics which include: variations in color, tone, graining, mineral streaks, small knots, character, splintering or pin worm holes. It is sensitive to light exposure. Depending on the degree of sensitivity, it will appear darker or lighter over time.

Wood flooring is a product of nature and it will continue to expand and contract following the changes in heating, cooling and humidity of the in-service environment. As a result, properly installed hardwood floors will experience separation between the boards. These are not manufacturing defects.

Woodworking techniques are applied during manufacturing of the flooring to create appealing appearance which includes hand distressing, scraping, wire brushing, chiseling, carbonizing, and color staining. These varied techniques will create variations between the planks. These variations are not manufacturing defects.

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. Variations between samples, photos or models and the installed flooring are not manufacturing defects

Home Legend, LLC does not warrant against appearances describes in the above sections of wood characteristic, workmanship and samples.

Terms of Limited Lifetime Residential Warranties:

- Within One Year – Claims submitted for confirmed manufacturing defect within one year of purchase. Home Legend will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- Year One and Year Five – Claims submitted for confirmed manufacturing defect submitted after year one and before year five. Home Legend will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.
- Year Five and Year Ten – Claims submitted for confirmed manufacturing defect submitted after year five and before year ten. Home Legend will arrange a credit based on the applicable purchase price but no labor cost.
- After Ten Years - Claims submitted for confirmed manufacturing defect submitted after year ten. Home Legend will provide products to repair the defective areas of the floor but no labor cost. If flooring model is no longer available, other reasonable arrangement will be substituted.

Terms of Limited Light Commercial Warranties:

- Within One Year – Claims submitted for confirmed manufacturing defect within one year of purchase. Home Legend will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- Year One and Year Two – Claims submitted for confirmed manufacturing defect submitted after year one and before year two. Home Legend will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.

- Year Two and End of Term – Claims submitted for confirmed manufacturing defect submitted after year two and before the end of the term. Home Legend will arrange a credit based on the applicable purchase price but no labor cost.

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.
- Manufacturing defects must be in excess of industry waste factor which is 5% of total area of installation or project. It is more for diagonal installation or certain room layout.

Exclusions from warranty coverage:

- Three season rooms and cottages which are not continuously maintained to have a consistent room temperature of 60°F-80°F and relative humidity (RH) of 35%-55%.
- Damages due to insect infestation after the product has left the factory.
- Mold and mildew.
- Damages resulting from improper or inadequate maintenance or accidents, such as damage caused by scratching, scuffing, impact or cutting.
- Damages from disasters, either natural or man-caused or other casualty damages which are usually covered under homeowner insurance.
- Damages resulting from the use of a steam cleaner or a heavy weight commercial cleaning machine.
- Gloss or sheen reduction or discoloration resulting from heat, sunlight or artificial light.
- Damages resulting from improper installation or construction.
- Damages resulting from abuses such as, moving appliances across the floor without adequate floor protection.
- Damages from rolling loads such as hospital bed, chair casters, carts, wheelchairs, etc.
- 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, door and window leaks, or conditions that result in moisture being below the floor are not covered.
- Gapping due to natural characteristic of wood when exposed to changes in humidity and temperature.
- Separation between layers caused by exposure to excessive humidity or temperature and environmental changes that occurs during or after the flooring has been installed.
- Noises including, but not limited to, squeaks, popping, etc.
- Product deformity that is not measurable 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 to make corrections due to installation errors, 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.

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 as stated in warranty terms. 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. Do not remove installed flooring prior to inspection. Removal of flooring prior to inspection will void the warranty.

If Home Legend, LLC in its sole discretion, determines that such repair or replacement is not reasonably achievable, Home Legend, LLC will refund the dealer's purchase price of the affected flooring material.

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.eaglecreekfloors.com