

# **Residential Hardwood Flooring Warranty**

## LIMITED LIFETIME STRUCTURAL WARRANTY:-

**FUZION** Flooring warrants to **the original buyer** that your floor will be free of manufacturing defects when your floor is used under normal residential conditions. Your floor will not buckle, cup, warp or delaminate at the plies due to adhesive bonding failure for as long as you own your home when properly installed following our installation instructions.

## LIMITED LIFETIME "UNICLIC" JOINT INTEGRITY:-

**FUZION** Flooring warrants to the **original buyer** that the **"UNICLIC"** joint will remain secure and the planks will not come apart. Please Note: **FUZION** Floors are specifically engineered to minimize gapping which can occur in natural floors with seasonal fluctuations. Minor gapping without unlocking of the pieces may occur and is not considered a defect.

#### **35 YEAR LIMITED FINISH WARRANTY:-**

**FUZION F**looring offers to the **"original buyer**" a 35 year limited finish warranty on its factory applied finished with Aluminium Oxide. This simply means that under normal residential use the finish will not wear through or peel during this 35 year warranty period. Diminished gloss level is not considered wear through of the finish. Loss of gloss due to improper use of maintenance materials such as; soap, ammonia , pine soap, oil soap , any abrasive cleaners or any other non approved cleaners will void the warranty.

This warranty is conditional upon the purchaser providing **FUZION** Flooring with a copy of the original invoice as provided by the Authorized Vendor. The invoice must show the date of the invoice, the purchaser's name, address, city, postal code and telephone number, product species, colour, description including square footage, areas of original installation and price paid by the purchaser for product per square foot excluding installation and or special charges.

"PURCHASER MUST PROVIDE FUZION FLOORING WITH PROOF OF PURCHASE WITH ANY WARRANTY CLAIM".

#### EXCLUSIONS:

Excluded from this limited warranty are naturally occurring variations and the character of wood, loss of gloss retention, damages such as scratches, gouges, abrasions, indentations, ordinary wear & tear, sun fade and alterations. Also excluded under this warranty are damage caused by improper installation, unreasonable or unintended use and abuse or neglect. Finally, **FUZION** Flooring does not warrant products sold as is; "bargains, cabin, rustic, tavern or seconds grades" or non standard products.

#### VOIDING OF RESIDENTIAL WARRANTY:

The following occurrences will void this Residential Limited Warranty:

- 1. Use for Commercial or Industrial purposes.
  - 2. Failure to install **FUZION** Flooring according to installation specifications as recognized by the NWFA or NOFMA guidelines.
  - 3. Failure to carry out reasonable or necessary maintenance.
  - 4. Transfer or assignment of this warranty.
  - 5. Failure to install a proper vapour barrier overlapped at least 6 inches and properly sealed when installed below grade level.
  - 6. Failure to use a proper underlay of sufficient density if the **FUZION** Floor is floated.
  - 7. Failure to use proper adhesive if installed by direct glued down application.

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#### DISCLAIMER:

The Warranties in this document are the only Warranties for **FUZION** Flooring. **FUZION** Flooring makes no other warranty of any kind, Express or Implied. All Implied warranties of merchantability and fitness for a particular purpose which exceed the obligations or time limits stated in this warranty are hereby disclaimed by **FUZION** Flooring and excluded from this warranty.

The **original purchaser** and **FUZION** Flooring expressly agree that the remedy of; repair, refinishing or replacement of the damaged piece(s) of **FUZION** Flooring are the exclusive and sole remedies of the Purchaser. **FUZION** Flooring makes no other representation or warranty of any kind and no representative, employee, distributor or dealer of **FUZION** Flooring has the authority to make or imply any representation, promise or agreement which in any way varies the terms of this limited warranty.

#### **NO CONSEQUENTIAL DAMAGES:**

**FUZION** Flooring assumes no liability for incidental or consequential damages including but not limited to; loss related to property other than the **FUZION** Flooring, loss of use, loss of revenue, loss of time, inconvenience or any other economic loss. **FUZION** Flooring assumes no responsibility for floors installed with visible defects. Responsibility for final inspection rests with the purchaser and/or the installer.

## LEGAL RIGHTS:

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

#### **GOVERNING LAW:**

The laws of the province of Ontario will govern this Limited Warranty.

WEAR THROUGH is defined as the delaminating of the wear layer finish causing exposure of the wood in an area of at least one square foot. This warranty against wear through means the finish will prevent contact with the wood for 35 years properly maintained by the CONSUMER.

FUZION Flooring is susceptible to normal colour change over time due to ultra violet rays. Installation of drapes or ultraviolet resistant coatings on windows may be advisable in some cases.

Flooring pieces that are obviously damaged or otherwise unsuitable should not be installed. A 5% allowance for cutting is industry standard.

## WARRANTY PROTECTION MEANS:

If a portion of your floor should fail with respect to any of the provisions of these warranties, the manufacturer, at its sole option, to the original purchaser, for as long as they own their home, and within the warranty time limits as outlined elsewhere in this warranty summary, will repair, refinish or replace such portion with the same product or another product of equal value.

#### HUMIDITY CONTROL:

Always maintain proper humidity control 35% to 55% and ambient temperatures of 20 – 22 C (68 – 72F) should be maintained at all times.

## HOW TO FILE A CLAIM:

To present a claim under this warranty you must arrange for the inspection of the damaged piece(s) by a **FUZION** Flooring dealer to determine the validity or the cause of the claim. If the claim is covered under this limited warranty please register your claim through your authorized **FUZION Flooring** dealer. Once a claim is registered by your authorized **FUZION** Flooring dealer, your dealer will arrange to have your claim inspected by an authorized **FUZION** flooring representative and a claim will be submitted to **FUZION** flooring headquarters for processing, analysis and assessment.

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