



# Provincial Collection

## Residential Warranty

EVERGREEN Hardwood flooring is an Engineered wood product, laminated for dimensional stability. During manufacture, and shipping the product is held in moisture controlled conditions and shrink wrapped to maintain stability & avoid stress being developed in the product through exposure to ambient humidity.

Storage of the product prior to installation needs to be in a dry, preferably heated area.

Provided installation is done in accordance with instructions available from your dealer, our flooring will enhance your home's value, comfort and provide many years of low maintenance service. Regrettably the vast majority of complaints we receive are related to one of the following:

1. Lack of sub-floor preparation. Frequently not sufficiently flat, and in some cases too much moisture.
2. Lack of proper in home humidity control. Often far too dry causing shrinkage and related problems.
3. Improper installation of the initial two - three rows of flooring. Causing open joints.

**We caution owners and installers, to ensure that installation procedures as detailed in the instructions are followed, and maintain the correct site conditions of humidity and maintenance, otherwise the warranty may be voided.**

### Structural Performance :

EVERGREEN Hardwood flooring is warranted against factory defects which would prevent assembly. Boards which are not straight, or miss-machined such that adjacent boards are at different elevations upon assembly. (Commonly called 'Overwood')

If such problem occurs immediate replacement is ensured provided the product is not installed.

EVERGREEN Hardwood flooring is lifetime warranted against structural failure (delamination) , given the following site conditions handling, installation, maintenance & use are established to have been met.

EVERGREEN Hardwood flooring is warranted in installation over Radiant heated sub-floors subject to limitations below.

### Finish Performance :

EVERGREEN Hardwood flooring is warranted to be free of impurities, scuffing or abrasion marks upon delivery.

### Appearance warranty:

Provincial Collection floorings include all naturally occurring variations or lack thereof which occur in the Tree, provided these do not present risk to the homeowner in service. Therefore there is not 'warranty' persay of appearance.

- NOTE**
1. **Installation implies acceptance.** No warranty or discount remedy will be offered for appearance, finish related, or machining objections after the product is installed.
  2. Warranty provisions apply to the original purchaser. (Not transferable)

## Limitations of Warranty

**Installation :** must be in accordance with instructions available from your dealer.

**Relative humidity:** in the area of use must be maintained within the range of 30 - 55% **year round.**

Shrinking of the product can occur at very low humidity levels, causing opening of joints. Since maintenance of the humidity in your home is beyond the control of the manufacturer, we do not warrant against open joints or other conditions resulting from lack of humidity.

**\* This condition, we point out, will occur in all hardwood floor, and is not warranted against by any manufacturer.**

**Discoloration :** of flooring due to exposure to sunlight, or from oxidation is not warranted against.

Areas covered by area rugs or furniture will not age or change consistently with surrounding floor.

Further, in the event of board replacement, the new board will not be faded or coloured the same as surrounding ones and it will take time for the colour to become the same. In the interim, no remedy for this condition is possible.

**Radiant heated floors** surface temperature must not exceed 70<sup>0</sup> F, 21<sup>0</sup>C and should not be cycled up and down repeatedly.

**\*\* NOTE - Rustic grade products over Radiant heated floors can have open defects which require sanding and repair. This is expected and not a warrantable result. In other words it's a normal occurrence for which repair may be necessary, but which does not constitute a warranted defect for which "replacement" is either required, included, implied, or otherwise construed to be in the warranty.**

## **Exclusions:**

We accept no liability for claim in the event of failure of flooring, which in the sole opinion of our representatives is the result of:

1. Structural changes or weakness in subfloors, cracking or settlement of the building.
2. Uneven sub-floor or that which has not been adequately flattened using fillers or sanding down ridges etc.
3. Scratching or denting caused by heavy objects having been dragged across the floor, pets nails, unprotected furniture legs, grit, stiletto heeled shoes, or damaged "spike" heeled, golf shoes or the like.
4. Water spillage or leakage from appliances & fixtures, or other natural disasters.
5. Washing of the floor with water.
6. Failure to follow installation instructions, including protecting the floor from sub-floor moisture.
7. Excessive or inadequate humidity in the home as noted above & in installation instructions.

**Notes 1. - Obligation to replace defective boards after installation will not carry obligation to resurface surrounding boards.**

2. - **Due to naturally occurring variations in Classic grade, appearance warranting applies to Natural & Select grades only. Performance aspects of Classic grades are however warranted.**

## **Maintenance:**

To validate the preceding warranty, the following recommendations must in the opinion of TRADEMARK International, or appointed agents have evidently been followed.

1. Regularly vacuum or dust the floor.
2. Periodically clean the floor with TT Woodcare wood floor cleaner, your dealer can provide.
4. If installed near entrances, use mats to trap grit which otherwise can damage & prematurely wear the surface. Such mats need to protect the flooring from excessive water, born in on footwear in the form of rain or snow.
5. Good quality felt floor protectors must be installed on furniture legs.
6. Wipe up spills promptly, using absorbent cloth or tissue.
7. Do not wash or "Damp mop" your floor with water & vinegar. Follow TT Woodcare instructions.
8. Do not use strong ammoniated cleaners, or scrub with steel or copper wool scrubbers unless repairing a problem.
9. Do not use lacquer thinner or acetone, to attempt to remove spots. Instead use TT Woodcare cleaner.

## **Claims procedure:**

Claims should first be reported to your dealer. The dealer will confirm and report the problem.

We retain the right to inspect any claim installation site for evaluation prior to remedial action. Actions taken without our approval are not our financial responsibility.

## **Remedy:**

At its sole discretion the appointed & authorized agents of TRADEMARK International shall determine the most likely cause of any failure, and determine the extent of remedy through repair, replacement or refund of value up to the original Dealer cost of the flooring product. Installation technique or costs are variables beyond our control hence these are not part of settlement.

**NOTE (1)** This warranty is prorated.

Except as stated herein, no other warranty, expressed 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.

In no event shall TRADEMARK International be liable or in any manner responsible for any claim, loss or damage arising from the purchase, use or inability to use its products for any form of special, indirect, incidental, or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive or exemplary damages.

Any claim for warranty coverage must be made within one year of the date upon which the defect first became known or first should have been discovered. All claims must be made in writing. In order to make any claim under this warranty, evidence of the purchase date and the identity of the original purchaser and installation location must be provided and without such proof, no warranty coverage will apply.