

CUSTOM HARDWOOD FLOORING WARRANTY

MODA Hardwood Flooring offers treatments and finishes that allow the beauty and natural characteristics of wood to show through. Natural wood characteristics such as grain, knots, cracks, color variations and mineral streaks, are not considered defects and will vary between individual boards and species. The exact color, tone and texture cannot be held throughout an entire job due to these unique characteristics. Proper maintenance is required to preserve the look and finish of your floor. MODA will at its own discretion either replace or repair manufacturing defects of any product covered by this warranty subject to the following conditions and exclusions.

Manufacturing Defects:

Seller warrants its pre-finished hardwood flooring against manufacturing defects caused by improper milling, grading and finishing. Damages caused by improper transportation, improper storage, or improper installation are not covered. MODA Hardwood Flooring is liable only when the defective flooring exceeds 5% of the original hardwood flooring purchase order and will only repair or replace such defective material, excluding the cost of transportation, storage and installation. Occasional defects in flooring from miss-milling or handling damage do occur. If your installer discovers a reoccurring problem or determines the waste to be excessive, stop immediately and call your retailer to review the problem before proceeding. DO NOT install defective flooring. Flooring that has been installed is deemed to be acceptable. MODA Hardwood Flooring shall not be responsible for costs associated with installing, finishing and/or replacing of flooring installed with obvious defects.

Engineered Flooring Structural Warranty:

Seller warrants its engineered flooring products to be free from manufacturing defects in milling, dimension and grading for 25 years from the date of purchase, as long as the original purchaser owns the home in which it is installed. This does not include defects resulting from moisture. Structural integrity does not cover the normal expansion and contraction that wood floors may experience between boards at different times during the year. If minor separations do occur, they are not covered by this warranty.

Solid Flooring Structural Warranty:

Seller does not warranty its solid flooring products from warping, cupping, buckling or shrinking due to the unstableness of solid wood flooring and installation and site conditions beyond our control. All solid flooring should be able to properly acclimate at the jobsite before it is installed to help reduce shrinkage or expansion after it is installed. Climactic conditions can drastically affect hardwood flooring. We cannot be responsible for local climactic conditions.

Finish / Wear Warranty:

Seller warrants its pre-finished water-bourne poly urethane floors to not wear through or separate from flooring for 15 years from the date of purchase. Flooring must be used under normal residential traffic conditions, and all care and maintenance instructions, provided by MODA Hardwood Flooring, must be followed for warranty to be valid. All commercial application warranties are awarded on an individual basis only upon approval in writing by the manufacturer. Oil finishes carry a limited lifetime warranty when properly maintained using only factory authorized products. The use of other products not approved by MODA Hardwood Flooring may damage your floor and void the warranty. The treatments and finishes used to achieve the look you have selected may show use and wear in time. Gloss reduction is not considered surface wear or wear-through.

WARRANTY EXCLUSIONS:

- This warranty does not cover damage arising from accidents, abuse, abnormal wear, spike heels, grit, scratches, or dents.
- Although square edges can be manufactured upon request, a signed release of liability will be required. This warranty does not cover square edges.
- Adhesion breakdown caused by sub-floor moisture or water damage is not covered under this warranty. Proper testing must be done, and precautions must be taken to insure a dry installation condition.
- This warranty does not cover wear through of finished surface areas less than or equal to 10% of the total floor surface area.
- Wood supplied by others is not covered under this warranty.
- This warranty does not cover changes to any products which result from UV light. Sunlight can bring subtle changes in the curing process of any wood floor as the floor ages.
- Excessive ground moisture caused by natural causes is not covered by this warranty.
- This warranty excludes and will not pay consequential or incidental damages associated with any warranty claim. Repair or replacement is the sole remedy. Seller's maximum liability shall not exceed the contract price of the goods and materials furnished by the seller.
- This warranty does not cover insect infestation after the product has left our facilities or scratches or stains caused by domestic pets.
- Damage due to water, including but not limited to, leaky faucet, broken pipe or damp mopping is excluded.
- No installer, retailer, distributor agent or employee of MODA Hardwood Flooring has the authority to alter the obligations or limitations of this warranty.
- This warranty is not transferable or assignable and it does not apply to flooring used in nonresidential, rental or commercial purchases/installations.
- Actual flooring may vary from color in photographs or samples, therefore color variation is not covered by this warranty.
- In-floor heating can significantly alter product performance. Problems resulting from radiant heat are not covered under this warranty.

The terms of this warranty become valid upon final payment and proper installation of the product. Flooring must be installed by a professional, licensed installer/contractor in accordance with industry accepted installation procedures. Any installation of our products by anyone other than a professional installer/contractor will void all warranties. The use of floor care products other than those recommended by MODA Hardwood Flooring may damage flooring and void this warranty. Warranty provisions extend to the original purchaser only. During the warranty period, should you have any problems with the floor due to a manufacturing defect, your warranty claim must be made with the party that sold the flooring to you. NOTE that MODA Hardwood Flooring must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which shall be no less than (30) days after MODA receives written notice of the problem. Your refusal to provide such an opportunity for inspection will void the warranty.