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# SOMERSET LIMITED WARRANTIES

## OUR COMMITMENT TO THE CUSTOMER

### SOMERSET COMMITMENT

We believe no other hardwood flooring in the industry is manufactured to higher quality standards than Somerset hardwood flooring. The limited warranties described herein are given to the original purchaser and are SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS, EXCLUSIONS, AND PROVISIONS SET FORTH HEREIN. These limited warranties cover only approved applications as recommended by Somerset Hardwood Flooring and are effective on hardwood flooring purchased after January 1, 2016.

#### Lifetime Structural Integrity Limited Warranty

Somerset warrants, to the original purchaser (cannot be assigned or transferred), that its first quality products, in their original manufactured condition, will be free from manufacturing defects in milling, dimension, and grade for the lifetime of the floor. Somerset engineered products are warranted against de-lamination of the plies due to bond line failure. This limited warranty does not cover the normal expansion and contraction of wood flooring due to seasonal changes. Cupping, buckling, checking, or other wood movement due to moisture conditions not in conformance with Somerset guidelines is not warranted.

#### 50-Year Finish Wear Layer Limited Warranty: Color Strip, Homestyle, High Gloss, Classic, Character, Specialty, Wide Plank, Hand Crafted, and Color Plank Collections.

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 50 years from the original date of purchase on all factory finished products in the aforementioned collections when used in normal residential traffic conditions.

#### 15-Year Finish Wear Layer Limited Warranty: Builder Grade Products

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 15 years, from the original date of purchase, on all prefinished products sold by Somerset as Builder Grade™ when used in normal residential traffic conditions.

#### 25-Year Finish Wear Layer Limited Warranty: Builder Plus Grade Products

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 25 years, from the original date of purchase, on all prefinished products sold by Somerset as Builder Plus Grade™ when used in normal residential traffic conditions.

#### 5-Year Light Commercial Finish Wear Layer Limited Warranty: Color Strip, Homestyle, High Gloss, Classic, Character, Specialty, Wide Plank, Hand Crafted, and Color Plank Collections.

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 5 years from the original date of purchase on all factory finished products in the aforementioned collections. Light commercial applications include such areas as business offices and retail shops. "Wet areas" such as commercial kitchens, hair salon chair stations, etc. are not considered "light commercial".

**Floor Care:** We recommend Somerset Floor Care products to maintain the beauty of your floor. The use of other products may damage your Somerset floor and void the limited warranty. Oil soaps, ammonia based products, and steam mops are specifically not recommended.

#### Somerset Limited Warranty Exclusions

The color and grain variations created in a living tree are like all of nature—never repeated. These natural characteristics include mineral streaks, knots, and other variations, which are not considered defects. Due to this infinite natural variety, flooring will vary from samples or pictures shown.

Hardwood flooring will undergo color changes due to the effects of natural and artificial light; these changes are not covered by the warranty. Area rugs and furnishings may shield the floor from light resulting in uneven aging. These color changes also preclude matching new flooring to previously installed flooring.

Because hardwood flooring is a natural product, it will expand and contract due to seasonal changes. This is not a product defect.

#### SOMERSET SPECIFICALLY EXCLUDES ANY WARRANTIES BEYOND THOSE DESCRIBED HEREIN.

Without limitation, this would exclude warranties for indentation, scratching, damage caused by misuse, negligence, accidents, fire, insects, pets, shoes (particularly high heels), rocks, sand, other abrasives, improper storage/handling or maintenance, furniture (chair legs or casters), appliances, mobility-aid devices (such as walkers, canes, scooters, and wheelchairs), and misuse or improper alterations of the original manufactured product. Failure to follow Somerset Installation Guidelines will void this warranty. Issues of workmanship by the installer are outside Somerset's control and cannot be covered. Movement due to moisture changes, including construction methods or materials, plumbing, other trades, and weather or natural disasters is excluded. Cupping or crowning, changes in width, thickness, and length, checking/splitting, etc. are all moisture issues. Warranties described herein apply to Somerset flooring only—any molding and trim items that may be purchased to complete your floor are excluded and are not warranted by Somerset Hardwood Flooring.

Consequential or incidental damages are also excluded, including but not limited to loss of use of flooring or facilities/equipment, loss of profit or revenue, downtime, etc.



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## **INSTALLATION OF ANY FLOORING CONSTITUTES ACCEPTANCE OF GRADE, MILLING AND FINISH.**

**SPECIAL NOTE:** Certain Somerset flooring Collections feature natural character markings as part of the intended look and style of the flooring. Purchase of this flooring implies that random character is expected and accepted. It is the responsibility of the installer to **CONFIRM PRIOR TO INSTALLATION** that the flooring is of satisfactory appearance, including any variations when mixing widths and/or products of different run dates. Once installed, Somerset will not honor any claims concerning the appearance of the floor.

Gloss reduction is not considered a finish failure. No warranties apply to cabin, utility, or any grades or products not expressly included in the limited warranty document.

This writing is the complete and exclusive statement of the limited warranty, and is in lieu of all other expressed and/or statutory warranties. Somerset assumes no liability for incidental or consequential damages. However, some states do not allow the exclusion of limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights and you may have other rights as they vary from state to state.

The language in this Limited Warranty shall be construed according to the laws of the state of Kentucky without regard to its choice of law provisions. Any lawsuit regarding any breach of any limited warranty must be brought in Fayette Circuit Court, Fayette County, Kentucky. However, before filing any action, the parties must make a good faith effort to settle their differences. If they are unable to settle their differences, they will submit the dispute for mediation in Fayette County, Kentucky. If they are unable to resolve the dispute by mediation, either party may file an action against the other thirty days after the mediation has failed or the mediator declares an impasse.

If they are unable to resolve the dispute by mediation, any one of the disputants may require the other parties to submit the dispute to arbitration. Such arbitration shall proceed in Fayette County, Kentucky and in accordance with the arbitration rules of the American Arbitration Association then pertaining. The costs and fees of the arbitration, including attorneys' fees of the parties, shall be allocated by the arbitrators. The award rendered by the arbitrators shall be final unless proven to be in manifest disregard of law, arbitrary and capricious, or completely irrational and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

In the event of any action or proceeding to declare any disclaimer of any warranty invalid, the prevailing party or parties shall be entitled to recover his, her, or its reasonable attorneys' fees and other costs, in addition to any other relief that may be granted.

### **Claims Information**

In the unlikely event that any portion of your Somerset floor should fail with respect to the provisions of the limited warranties, Somerset Hardwood Flooring, at its sole option, to the original purchaser, will repair, refinish, or replace such portion at no cost to you with the same product or one of equal value. If Somerset is not able to correct the failure after a reasonable number of attempts, Somerset will refund, if requested, the purchase price for that portion of the floor that fails.

To file a claim, first contact the Somerset retailer where the original purchase was made. If the retailer is unable to satisfy the claim, contact by letter Somerset Hardwood Flooring, P.O. Box 1355, Somerset, KY 42502, Attn: Claims Department. Claims must be filed within the warranty coverage period with information verifying date of purchase, such as the retail sales receipt for the flooring. Somerset Hardwood Flooring reserves the right to have a representative designated by Somerset inspect the floor and remove samples for analysis. Any attempt to repair, replace, or refinish prior to Somerset having the opportunity to inspect and approve corrective action will void this limited warranty.