# THE GARRISON COLLECTION

## ENGINEERED HARDWOOD FLOORING WITH URETHANE FINISH LIMITED WARRANTY

**This warranty pertains to the following lines:** Garrison II Distressed, Garrison II Smooth, Garrison III, Garrison Plus, Garrison Deluxe, Exotics, Cantina, Carolina Classic, Silverline, Red River, Competition Buster, Big Sky, Crystal Valley (EXCPET Solid Products), French Connection (Cloud ONLY), and Villa Gialla (EXCEPT Romantique and La Belle).

This warranty, which begins from the date of purchase, applies to products used in residential applications for as long as the original purchaser owns and resides in the home where the product was installed.

This warranty is not transferrable.

### LIMITED 25 YEAR RESIDENTIAL STRUCTURAL WARRANTY

The Garrison Collection warrants all engineered hardwood floors, in their manufactured condition, to be free from defect in material and workmanship including milling, assembly, dimension, and grading. Garrison additionally warrants that these engineered hardwood floors will not delaminate when properly installed and maintained according to our installation and care and maintenance procedures.

In the event that the plies should delaminate due to glue bond failure, Garrison will, at our option, either: (1) repair the defective plank(s), (2) replace the defective plank(s), (3) refund an amount equal to the cost paid for the plank(s) by the end user.

## LIMITED 25 YEAR FINISH WARRANTY

Our factory-applied finishes make hardwood floor installations fast and easy. Every plank is ready to install right out of the carton. There is no need for sanding or staining. With our UV-cured aluminum oxide finish you gain the assurance of superior durability and wear resistance. The Garrison Collection will warrant, under normal residential conditions and uses, and providing that our care and maintenance guidelines are strictly followed, that the finish will not wear thru or peel off of the hardwood flooring for 25 years from the original date of the purchase. This warranty is not transferrable.

The Garrison Collection prohibits the use of any adhesive tape on the flooring at any time during installation or thereafter. This includes tapes that are specially made for wood flooring, such as blue or green masking tapes. Such use of tape may void this Warranty and no claims will be addressed in regards to defects in the finish as a result of the use of tape.

In the event that the finish wears through or peels off of the hardwood flooring, Garrison will, at our option, either: (1) repair the defective plank(s), (2) replace the defective plank(s), (3) refund an amount equal to the cost paid for the plank(s) by the end user.

**NOTE:** This limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. Gloss reduction, scratches, and dents in the finish are not considered surface wear and are not covered under this warranty. Please note that walnut floors require extra care. Walnut is inherently a softer wood and will dent easier than maple, oak, or hickory pecan. You should consider this fact when making your flooring selection. For hardness of various woods, see a Janka hardness rating table.

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#### WARRANTY PROCESS

Product determined to have any possible defect by the person doing the installation should be returned to your dealer, contractor, or builder for inspection and possible replacement PRIOR TO INSTALLATION. All questions of product quality are to be addressed prior to installation. No credit will be given for material installed with defects or without official approval from end user of product satisfaction.

#### What you should do if any of the above listed problems occur and you need warranty service:

During the warranty period, should you have any problems with your Garrison Collection floor, contact the authorized Garrison dealer, builder, or contractor who sold the product within 30 days from the date the problem occurs. NOTE that these sources are not authorized to make any decisions regarding warranty coverage or any remedies there under; they are merely the means through which you should report any problems to Garrison. NOTE ALSO that Garrison must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue.

#### WARRANTY EXCLUSIONS

**Natural variations:** Wood is a natural product containing natural variations in color, tone, and graining. Garrison cannot warrant against natural variations in color or any other variations, such as mineral streaks, small knots, and grain variations from plank to plank. Nor can we warrant against natural variations or gloss level between samples/models and installed flooring. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample or model DOES NOT create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed.

**Improper installation:** The floor must be installed according to Garrison's Installation Instructions. Installation Instructions are included in cartons of Garrison hardwood flooring. More detailed Installation Instructions may be found on our website: <u>www.thegarrisoncollection.com</u>. Damage caused by improper storage, handling, or installation methods is not covered by these warranties. Improper preparation of, or deficiencies in, the subfloor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular subfloor surface (particularly at joints) or voids in the subfloor, are not covered under these warranties. Check to be certain that the subfloor is within structural and manufacturing requirements. Defects or failures of other manufacturers' products at the subfloor coverings are not covered by these limited warranties. In no event shall Garrison be held responsible for any damage caused to your hardwood flooring by other manufacturers' products.

**Other items not covered under the limited warranties** include construction traffic abuse to the surface of the flooring; use of non-recommended nailers, staplers, or adhesives; end gapping due to mastic memory or improper seating of planks during installation; squeaking, popping, or crackling by any cause. (Popping sounds caused by depressions in the subfloor ARE NOT covered under these limited warranties.) To facilitate the possible future need of flooring removal and replacement, for whatever reason, Garrison recommends that flooring be installed up to, not under, cabinets, built-ins, and other permanently secured items. We also recommend that prefinished flooring, especially wire brushed and oiled product, be installed in the latter stages of construction to avoid damage by other trades working on or around the flooring.

**Improper maintenance:** Floor maintenance must follow the recommendations outlined in our Care and Maintenance Tips. Damage to the flooring such as dents, scratches, or dulling of the finish is NOT covered. Damage caused by wet or damp-mopping your floor with products other than those recommended by Garrison is not covered by these limited warranties. In addition, the following are NOT covered under these limited warranties: use of hard floor cleaning machines/steamers; use of non-recommended maintenance and floor-care products, including but not limited to oil

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soaps, liquid, or paste wax products, other household cleaners that contain lemon, orange, or tung oils; neglect or abuse of the hardwood floor, including but not limited to not taking proper precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and or protective sheets when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked and/or damaged heels; damage from pet claws and other items causing scratches; falling or dropped objects which can dent or fracture the flooring and finish; and dents or scratches in the flooring caused by furniture, appliances, casters, or abnormal foot traffic.

**Improper environment:** Garrison floors are not warranted against damage caused by man-made or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction. Garrison also does not warrant against: (1) moisture infiltration from side walls, through the subfloor, or from any source; (2) abnormal wearing of the finish in high-traffic areas, pivot points, and seating areas; or (3) other extraordinary circumstances such as extreme low humidity (below 30% for an extended period of time). In extreme low humidity conditions (below 30%), planks may shrink and/or exhibit surface checking and even delaminate when subjected to extended periods of very low levels of humidity. Plank shrinkage in length or width, checking, and delamination due to improper levels of humidity is not covered under this warranty. The proper humidity level (30%–50%) must be maintained within your home at all times during the year. Use of a humidification system may be required to maintain proper humidity levels to avoid excessive drying of the wood flooring. Seasonal gapping should be expected. Surface checking can be expected if the humidity level is not properly maintained between 30%–50% R. H. or if the floor's surface temperature exceeds 82°F.

**Seasonal Checking:** Cracks or checks in the surface of planks due to low humidity, excessively high humidity, or dramatic fluctuations in humidity are inherent in all wood products and may affect your floor's finish. Checking is not covered under these limited warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 30%-50%. Garrison research and experience show that some species such as hickory or pecan are more susceptible to this phenomenon than others and are not recommended in certain regions without the use of a humidification system.

**Recoating and finish alterations:** Alterations to the finish or non-factory-applied finishes (finishes applied by the owner or installer), including but not limited to refinishing or recoating, are NOT part of the limited warranty for residential finish wear stated above and therefore are NOT warranted by Garrison.

**Natural Sunlight:** The sun and its UV rays cause the aging of wood and therefore can cause the wood stain and/or wood to fade and/or change color. This includes any showroom sample/models; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties. Use draperies or shades to help block out most of the sun's harmful rays. Samples or models in the showroom may also fade, making an exact match to new flooring impossible. Custom finishing and staining of interior millwork and/ or cabinets should be done from the actual floor to be installed, not a showroom sample, if a color and/or gloss match is desired.

Radiant Heat: Garrison Collection hardwood flooring is not warranted over radiant heat.

## WARRANTY DISCLAIMERS

ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE LIMITED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE. GARRISON SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY GARRISON OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO: REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES,

CARPETING, DRYWALL, WALLPAPER, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF THE FLOORING. YOU MUST UNDERSTAND AND AGREE THAT ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SOLELY YOUR RESPONSIBILITY AND ARE EXCLUDED AS A POTENTIAL REMEDY FOR ANY BREACH BY GARRISON OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS. AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE HARDWOOD FLOORS. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT INTO THE COURTS OF THE STATE OF CALIFORNIA. COUNTY OF LOS ANGELES.