

## **Johnson Hardwood Olde Tavern and Bella Vista Series High Performance Plank Flooring Warranty**

### **Residential ❖ Light to Medium Commercial Setting**

#### **STATEMENT OF WARRANTY**

##### **General Terms:**

This warranty document covers Johnson's Olde Tavern and Bella Vista Series High Performance Plank Flooring when applied in a Residential or Light to Medium Commercial setting.

Johnson Hardwood branded commercial products when installed in a commercial area, regardless of commercial use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Johnson Hardwood warranties cover the cost of material for the period of the warranty and reasonable labor costs **only** when and if a professional flooring installer was paid to install the original material. Labor will be paid according to the following schedule located under Terms of Limited Lifetime Warranties. **D.I.Y projects are not covered under this warranty.**

Johnson Hardwood reserves the right to repair any floor and/or obtain the services of a professional to conduct repairs or replace flooring.

Johnson Hardwood reserves the right to inspect any floor that is deemed by the client to be defective. Removal of the flooring prior to this inspection voids this product warranty in its entirety. Johnson Hardwood at its discretion will send a company representative and/or a third-party, independent inspector to the installation site to conduct the inspection. If it is deemed necessary, a destructive inspection will be conducted to properly facilitate a full investigation.

Johnson Hardwood branded Olde Tavern and Bella Vista High Performance Plank Flooring when installed in any commercial setting, regardless of commercial use designation, must be professionally installed by a certified flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

**Closeouts, seconds, and cash-n-carry sales are not covered under this warranty.**

#### **Warranty Periods for Johnson Hardwood High Performance Plank Products**

- ❖ Limited Lifetime Structural Warranty
- ❖ Limited Lifetime Residential Wear Warranty
- ❖ Limited Lifetime Water Resistant Warranty
- ❖ Limited Lifetime Pet Resistant Warranty
- ❖ Limited 15-Year Commercial Wear Warranty – **Olde Tavern Series**
- ❖ Limited 20-Year Commercial Wear Warranty – **Bella Vista Series**

**Limited Lifetime Structural Warranty:**

Johnson Hardwood warrants that the Olde Tavern and Bella Vista Series High Performance Plank Flooring will be free from manufacturing defects for the life of the product. Should a problem attributable as a manufacturing defect develop after the flooring is installed, Johnson Hardwood will verify the validity of the manufacturing defect. Upon determination of a manufacturing defect, Johnson Hardwood will authorize either replacement of the defective planks or replacement of the floor at Johnson's discretion. **Note:** This will be a credit based on the original purchase price of the product and will be good toward the purchase of repair material and/or replacement material. **Note:** When a defective product is installed (if/when it was or should have been noticeable at time of installation), credit applies only to material, and does not include labor, since it is the responsibility of the installer to determine suitability of material prior to installation. **Note:** Installation constitutes acceptance of the material.

**Manufacturing Defect Warranty:**

Johnson Hardwood warrants that our Olde Tavern and Bella Vista High Performance Plank Flooring will be free from manufacturing defects for a period of 1 (One) year from the date of purchase. If such defect occurs, upon verification of the defect by Johnson Hardwood, repair, or replacement of the affected area of installed flooring will be authorized by Johnson Hardwood.

**Wear Warranty:**

Johnson Hardwood warrants that the installed product will not wear through to the printed film layer under normal use as follows: Surface layer wear-through is defined as 100% Surface layer wear-through that exposes one square inch of the core material, or that the wear layer is sufficiently depleted or compromised so that the printed film layer is damaged, altered or affected from normal use, over a minimum of 3% of the total installation (Gloss reduction, dings, dents or surface scratches are not considered surface wear).

**Limited Lifetime Residential Wear Warranty:** covered for the lifetime of the original purchaser and is non-transferable.

**Olde Tavern Series: Limited 15-Year Light to Medium Commercial Wear Warranty** (covered for a period of 15 years from the date of purchase).

**Bella Vista Series: Limited 20-Year Light to Medium Commercial Wear Warranty** (covered for a period of 20-years from the date of purchase).

**Limited Lifetime Water Resistant Warranty:**

- Johnson Hardwood Olde Tavern and Bella Vista Series High Performance Plank Flooring is warranted to be water resistant **and can withstand topical water (i.e., from spills and/or splashing from a pet's water dish). However, it is highly recommended to wipe up water as soon as it is noticed.** **Note:** If/when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). Johnson Hardwood's Water Resistant (moisture) Warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. **If the flooring plank is structurally compromised, resulting from exposure to water, Johnson Hardwood, at its discretion, may authorize Repairs and/or Replacement of the floor at a prorated credit based on the terms outlined below in the section titled "Terms of Limited Lifetime Warranties". This warranty applies only to the original consumer and is non-transferable.**

This Limited Lifetime Water Resistant Warranty excludes all casualty events involving water encountering your floor and failures normally covered by homeowners' insurance including, but not limited to, damages

caused by flooding or standing water from leaky pipes, faucets, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

**The Limited Water-Resistant Warranty does not cover:**

- Damage to surrounding structure, walls, subfloor, fixtures, furniture, cabinets, underlayment, moldings, trims, subfloors, personal belongings, and/or anything that is not the floor plank.
- Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
- Flooring that is installed outdoors.

**Limited Lifetime Pet Resistant Warranty:**

Johnson Hardwood warrants that your Olde Tavern and Bella Vista Series High Performance Plank Flooring will resist (not prevent) staining caused by pet (domestic cat or dog) stains, including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains for as long as you own your floor. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove.

**The Limited Lifetime Pet Resistant Warranty does not cover:**

- Any urine, feces, or vomit stains other than from a pet (domestic cat or dog).

**Terms of Limited Lifetime Warranties:**

- Johnson Hardwood will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Johnson Hardwood reserves the right to select and supply similar Johnson Hardwood materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty.
- One replacement floor only will be made for the wear out. Claimants who received settlement may not claim again and no additional replacement floors will be supplied.
- Alternatively, a refund (or prorated credit) of up to 100% of the original cost of the material. The percentage of the original cost refundable depends on the amount of time elapsed since the date of purchase:
  - ▶ Within 1-2 years - 100%
  - ▶ Within 3-5 years - 70%
  - ▶ Up to year 10 years - 50%
  - ▶ After 10 years – 25%
- The costs of professional labor within the approved labor charges put forth by Johnson Hardwood, provided that the labor is performed according to Johnson Hardwood guidelines and standard industry practices. Labor must also be provided by a certified professional flooring installer. Labor will be paid according to the following schedule:
  - ▶ Within 1-2 years – 100% of reasonable labor costs for reinstall
  - ▶ Within years 3-5 – 70% of reasonable labor costs for reinstall
  - ▶ Up to year 10 – 50% of reasonable labor costs for reinstall
  - ▶ After 10 years – labor costs are not included

### Johnson Hardwood Warranty Program Limitations:

- This warranty is non-transferable.
- Manufacturing defects must be reported prior to installing the floor.
- This warranty covers only properly installed and maintained floors, according to Johnson Hardwood guidelines and accepted industry practices.
- **For products sold as “Do-It-Yourself” or cash-n-carry sales, no reimbursement for labor costs will be provided.**
- Johnson Hardwood excludes and will not pay for any **consequential or incidental damages** under this limited warranty.
- Johnson Hardwood will not pay for the loss of time, inconvenience or other incidental expenses incurred during the initial installation and the subsequent removal and/or reinstallation of affected material, including clearing any items placed over the finished flooring and affected area after the original installation and/or compensation towards hotel expenses, cleaning, structure repair, which includes compensation towards meals, and any/all travel related expenses.
- This warranty does not cover the exclusions indicated on the package.
- Johnson Hardwood reserves the right of final judgment and may refuse claims in certain instances.
- Johnson Hardwood reserves the right to modify or withdraw the warranty at any time.

### This Johnson Hardwood Limited Warranty Program does not include the following:

- **Installed with obvious manufacturing defects (see Limited Lifetime Structural Warranty Terms).**
- **Products that have not been properly acclimated according to the Johnson Hardwood Guidelines.**
- Improper installation or product not installed according to Johnson Hardwood installation guidelines and accepted industry practices.
- Use of adhesives for installing Olde Tavern and Bella Vista High Performance Plank Flooring.
- Damage caused during installation by use of improper tools, non-rubber mallets or hammers, adhesives, tape, etc.
- Lack of maintenance or improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, **one-step cleaners** or wax.
- Indentations or damage by narrow tipped heels, vacuum cleaner beater bars, rolling loads, static loads, caster wheels, furniture and chairs without proper floor protectors and furniture rests, dropping of metal or heavy objects.
- Cuts, scratches, gouges and indentations, punctures caused by sharp objects.
- Cracking, warping, delamination, curling, or other phenomena caused by excessive heat applied to the flooring.
- Damage caused by burns, cigarette/cigar burns, intentional abuse, flooding, fires, and other disasters.
- Staining or changes in color caused by dyes tracked from carpet, hair coloring dyes, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation; fading or staining caused by use of rubber mats.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Problems or damage due to moisture and/or alkalinity in sub floor; discoloration from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage from doors.
- Mold and mildew growth caused by excessive moisture in the environment or substrate.
- Installed over unstable, unsuitable, or improperly prepared sub floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- Color variations (due to use of natural components), exposure to UV light and/or sunlight, and age of material.

- Different from samples or printed material in shade, color, or embossing. (Color inconsistency between samples, replacement product, or illustrations and actual product is not a manufacturing flaw).

**Disclaimer of Non-Responsibility:**

Statement/disclaimer of non-responsibility (voids any/all applicable warranties offered by Johnson Hardwood) pertaining to labor/material costs and or damages caused to any/all cabinets, furniture, counter tops, built-in ranges/stoves, moldings/trims, fixed furniture/wall units, wallpaper, painting, specialized plaster coatings, drywall, the structure itself, as a result of removal of the flooring, cupping, buckling, twisting, bowing, shrinking, lifting, moving etc. Johnson reserves the right to void any/all warranties if and/or when any of the above mentioned or non-mentioned items (i.e., cabinets, built-in wall units etc.) are installed over the surface of a Johnson Hardwood floor where the floor experiences a manufacturer or non-manufacturer related failure, which requires the removal of the flooring in part, or in its entirety. Johnson Hardwood flooring products **MUST NOT** be installed prior to the installation of cabinetry and or any other fixed furniture etc., as outlined above. The general contractor/flooring contractor/designer/homeowner/renter etc., assume **ALL** responsibility for any/all damages/costs incurred if flooring is laid prior to the installation of the above mentioned or non-mentioned items. Said parties absolve Johnson Hardwood from any/all liability/responsibility of any claims now or in the future.

**WARNING:** DO NOT INSTALL MOLDINGS/TRIMS IF THERE IS ANY QUESTION TO THEIR ACCEPTABILITY. INSTALLATION CONSTITUTES ACCEPTANCE OF THE MATERIAL BEING INSTALLED!

Johnson Hardwood **WILL NOT** be responsible/liable for any/all costs i.e., **LABOR** associated with any/all claims involving **color difference issues** within/the floor and any/all supporting trim components e.g., stair treads, stair nosing's, reducers, T-moldings, thresholds, end caps etc., after the molding/trims have been installed. It is the responsibility of the flooring contractor/installer/dealer to make certain that the moldings/trims color match to the flooring is acceptable before moving forward with the installation. **NOTE:** The dealers display sample must be used as a **GO-NO-GO** tool in determining the acceptability of the floors color tone.

**PRECAUTIONARY STATEMENT:**

BEFORE MIXING MATERIALS, I.E., FLOORING FROM DIFFERENT RUNS/LOTS, MAKE SURE THE COLOR TONE IS ACCEPTABLE BEFORE STARTING THE INSTALLATION. **NOTE:** IT IS THE RESPONSIBILITY OF THE DESIGNER, ARCHITECT, BUILDER, HOMEOWNER, FLOORING CONTRACTOR, ETC., TO DISCUSS WITH THE FLOORING INSTALLER(S) THE ACCEPTABLE COLOR TONE RANGE OF THE FLOORING BEING INSTALLED. THE **APPROVED** FLOORING SAMPLE **MUST BE SHOWN TO THE INSTALLER(S)** BEFORE COMMENCING WITH THE INSTALLATION. MOREOVER, THE APPROVED COLOR TONE SAMPLE **MUST** BE USED/VIEWED AS A **GO-NO-GO** TOOL. ONCE INSTALLED, THERE IS NO QUESTION AS TO THE FLOORS ACCEPTABILITY. INSTALLATION CONSTITUTES ACCEPTANCE OF THE MATERIAL BEING INSTALLED. JOHNSON **WILL NOT** BE RESPONSIBLE FOR ANY/ALL COSTS INVOLVING MATERIALS AND OR LABOR ASSOCIATED WITH CLAIMS INVOLVING COLOR TONE, GRAIN, TEXTURE AND/OR GLOSS RELATED CONCERNS/DISCREPANCIES.

*No person, representative, employee, or agent not employed by Johnson Hardwood is authorized to modify or change the warranty statements made in this document.*



## High Performance Plank Warranty

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### Residential ❖ Light to Medium Commercial Setting

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

#### **Claim Filing:**

To file a claim, contact your retailer or distributor (retail accounts only) to obtain the necessary paperwork. Claim documentation (including photos and possibly a sample of the affected flooring) must be filled out in its entirety and submitted to Johnson's claim department to be assigned a claim number and reviewed for validity. Should the claim require an inspection, you will be contacted by the independent inspector assigned to your claim for scheduling. You may also contact Johnson Hardwood direct at 1 (800) 910-3047 or email [claims@johnsonhardwood.com](mailto:claims@johnsonhardwood.com) for further information and filing.

Instructions/Warranties



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