# SOUTHERN LUXE



### **IMPORTANT INFORMATION**

You've made the right decision choosing a Southern Luxe Flooring - Magnolia Series product. Your flooring is a premium product that is designed to stand up to the challenges of modern-day living. Southern Luxe Flooring - Magnolia Series is manufactured by Herwynen Sawmill Ltd. under strict hardwood flooring industry standards which permit a defect tolerance of up to 5% of the quantity required. Customers are advised to purchase more than the total square footage required for the application to cover cutting, waste, and defect tolerance. We recommend 5% extra for all Southern Luxe Flooring - Magnolia Series products. All pieces must be inspected before actual installation and any piece which does not meet the installer or owner's personal standard must not be installed.

Pieces not installed because of color variation, appearance, length, or personal subjective standards are not considered defective. The installer is considered to have the final responsibility to determine which pieces are installed. Once the board is installed, it is deemed acceptable by both parties. The installer or homeowner is fully responsible for all installed hardwood flooring.

## GENERAL WARRANTY & CLAIMS INFORMATION

This warranty is available to the original purchaser of the product and is limited to the repair, refinishing, or replacement of the defective board or boards. If an acceptable resolution is not possible, Herwynen Sawmill Ltd. will refund the original purchase price of the defective floor. This is done on a pro-rated basis, based upon the proportion of the floor that is determined by Herwynen Sawmill Ltd., acting reasonably, to be defective. This warranty will be null and void if any replacement or attempts to repair are conducted without the knowledge and approval of Herwynen Sawmill Ltd. Herwynen Sawmill Ltd. will not be liable for any consequential or other additional damages beyond those stated above. The limitations on liability expressed in this document shall nevertheless apply to the relationship between the end user of this product and Herwynen Sawmill Ltd.

#### LIMITED STRUCTURAL WARRANTY

Every piece of Southern Luxe Flooring - Magnolia Series is subjected to many strict quality control inspections. Excluding a 5% allowance, Herwynen Sawmill Ltd. warrants to the original purchaser that it's product in its original manufactured and purchased condition will be free from milling defects and structural deficiencies for the lifetime of the floor. This is the only structural warranty extended to the hardwood floor materials manufactured by Herwynen Sawmill Ltd. and all implied warranties including statutory warranties of any kind are expressly excluded.

#### **EXCLUSIONS**

This warranty does not extend to or cover scratches, indentations, damage by neglect or any other damage caused by improper handling, storage, installation, environmental extremes out side our acceptable ranges, improper maintenance, insufficient protection, misuse or improper alterations of the original manufactured product, water damage, fire damage, improper installation, improper use of infloor heating, substandard subfloors, discoloration due to variations in the exposure to sunlight, furniture transfer marks on the floor, spiked heel shoes, pets, and insects. Furthermore, checking and cracking caused by improper moisture control is not covered by this warranty as all wood floors will expand and contract with the change of seasons. In addition, your warranty will not be valid if our products are installed over an existing floor or a crawl space with an exposed earth floor, or improperly over radiant heat.

The damaged or otherwise unsatisfactory part of the floor which is subject to a claim under this warranty must be easily noticeable from a regular standing position, and cover at least 15% of the total floor area covered by the hardwood flooring in the application which is to be subject to a claim under this warranty.



#### CLAIM PROCEDURES

Claims are made first by contacting the dealer from whom the product has been purchased. If such dealer is not able to resolve the problem, or they have determined that the issue at hand is a manufacturer's defect, then that dealer must contact Herwynen Sawmill Ltd. Claims will only be considered for review if an authorized Southern Luxe Flooring reseller contacts Herwynen Sawmill Ltd in this manner.

By making a claim against the warranty, the person claiming shall be deemed to acknowledge the right of Herwynen Sawmill Ltd to attend the premises in which the floor is installed and remove any samples required to determine the cause and condition for which the claim has been made.