



Plantation Specialty & Contract

Limited Commercial Warranty

Warranty Coverage is for the benefit of the original purchasing customer, and applies to defects in the Plantation product in excess of 5% of purchased square footage, when used in light commercial service conditions. Warranty is not transferable. **Manufacturing Defects**- the Plantation product shall be free of defects in manufacturing, grading, and milling. **Finish Defects (3 years)** - for a period of three years from original installation date, the Plantation commercial finish shall not wear through or separate from the wood flooring. **Wear Layer and Structural Integrity of Engineered Product (25 years)** - for a period of 25 years from original installation date, the Plantation engineered product shall not suffer wear layer separation from its substrate; wear layer wear-through; or substrate delamination. **Color and Grain Variation**- wood is a natural product, and variation in color and grain are expected, and such variation is not a defect. Natural wood also may change color with exposure to air and light over time, and such color change is not a defect. Finish gloss may lessen over time, and such gloss reduction is not a defect. **Do Not Install**- if visible defects covered herein are apparent, *do not install flooring*. Contact selling dealer or Plantation for resolution. Flooring that has been installed is deemed acceptable. **Wood Movement**- minor expansion and contraction of wood flooring is expected with seasonal climate changes, and such minor wood movement is not a defect. **Exclusions**-Plantation expressly excludes claims arising from: water damage and/or inadequate moisture control, including excess moisture penetrating subfloor; leaking plumbing; pet soiling; overflowing sinks; interior relative humidity outside a normal range of 40-60%; flooding, including wet mopping; fire; damage from unprotected furniture legs; **installation and adhesive not according to Plantation instructions**; use of painter's or other tape on finish surface; indentations, scratches, stains, or damage caused by spike-heeled shoes, pets and pet claws, or sand and rocks; improper cleaning with abrasive cleaners; neglect; environmental extremes; failure of subfloor; inadequate acclimation prior to installation, including lack of activated interior HVAC and/or radiant heating at time of installation; **failure to follow Plantation's floor care and maintenance instructions**, including use of substances and/or procedures damaging to wood floors and finishes; improper transportation or storage – including but not limited to storage in unheated facility, storage below grade, or storage at unprotected jobsite; exposure to ultraviolet light; normal seasonal expansion and contraction of wood; high traffic and extensive usage areas; any product sold "as is;" minor variances between showroom samples and installed floors. **Remedies** – for any valid Warranty claim, Plantation shall, at its option, repair the defective floor or its components; replace the portion of the floor or its components that is defective; or refund the customer's purchase price for the defective portion of the floor. Plantation's maximum liability, whether for product defect, negligence, or breach of contract, shall not exceed the contract price of the flooring provided by Plantation. In any arbitration or legal action arising out of the sale of Plantation flooring, each party shall bear its own attorneys fees. **Construction**- All rights and obligations contained in this document are to be construed under and governed by the laws of the State of California. The sales contract between Plantation and customer is entered into and to be performed in Ventura County, California. The venue for any arbitration or legal action arising out of the contract shall be in Ventura County, California.