



LIMITED WARRANTY

Please visit the Internet site www.wickhamhardwood.com for complete warranty information regarding Wickham Hardwood Flooring products as well as updated installation and maintenance instructions. In case of discrepancy, information contained on the Internet site shall be deemed accurate.

1. LIMITED WARRANTY

Wickham hardwood floorings have a limited structural residential warranty for the time period set out on packaging.

Wickham Hardwood Flooring warrants, to the original purchaser, from the original date of purchase of the product from a distributor, commercial partner or authorized retailer, that products in their original state shall be exempt from any material, manufacturing, stratification, assembly, structural separation, machining, size or classification defects. This warranty does not apply if damages are caused by installation that is not in compliance with installation instructions, a lack in preparation of the surface, inadequate or inappropriate storage, bad handling, normal wear, excessive or inadequate humidity in the installation area, or inadequate maintenance.

Moreover, damages resulting from any indentation, scratch, stain or damage caused by the absence of adequate maintenance, abuse, negligence, fire, excessively high or low humidity, severe exposure to the sun, cleaning with a wet mop, high heeled shoes, erosion, pebbles, sand, other abrasives, pets, insects or the absence of sufficient protection under furniture are not covered by this warranty. It is normal, given the specific properties of wood, that slight expansions and retractions occur. Said circumstances and/or visual changes are considered normal and not defective. Normal exposure to the sun will cause discoloration on any hardwood flooring over the years. This is not a product defect.

In addition, Wickham Hardwood Flooring declines liability for damages resulting from a failure to follow directions regarding use of the product.

This limited warranty does not apply:

- a) following an accident or non-compliant use, abusive use, contamination, inadequate maintenance or other external causes;
- b) due to non-compliant use with conditions of use described herein; where a modification or repair is made to said product.

Claims related to the warranty, shall be submitted at the point of purchase with accompanying proof of purchase. Installation of the product implies acceptance. No warranty covers visible defects once installation is completed. In cases where a claim is justified and accepted, Wickham Hardwood Flooring reserves the right to repair or replace the area where the damage occurred. Wickham Hardwood Flooring will only assume costs pertaining to replacement material (neither fortuitous or accidental costs, nor any costs related to labour or installation) or where the original material is no longer available.

Before undertaking any legal recourse, the beneficiary of the warranty must submit the issue, in writing, to Wickham Hardwood Flooring and grant a thirty (30) day time period to remedy said problem.

After said time period, the purchaser may file suit with a court having jurisdiction in the judicial district of Drummond, province of Québec, Canada, suit which shall be solely governed by the laws of the province of Québec. At all times, the beneficiary of the warranty must submit its claim to the manufacturer before undertaking any legal action. Said manufacturer shall benefit from a thirty (30) days time period to rectify or carry out repairs under warranty or to try to resolve the issue brought forth by the beneficiary of said warranty.

Where provided for in local legislation, the terms and conditions hereof constitute the full and complete contract of warranty between the beneficiary and Wickham Hardwood Flooring concerning the product purchased. The terms and conditions take precedence over any other contract or representations, despite representations set out in commercial documents other than warranty herein or made by an agent or employee of vendor. Any changes brought to the terms and conditions of said warranty shall only be valid if set out in writing and signed by an authorized representative of Wickham Hardwood Flooring.

How to benefit from the warranty?

In order to benefit from the warranty, the customer/user must complete the following steps, where applicable:

1) Purchase from a retailer and self installation:

Product was purchased from an authorized retailer and installed by the beneficiary of the warranty or the latter wishes to carry out repairs.

- a) Contact the authorized retailer with whom transaction was concluded in order for the warranty to apply to the repairs. Only authorized persons may proceed with a replacement or repair covered by the warranty.
- b) Have the following information on hand :
 - i) original proof of purchase ;
 - ii) defective part or parts.

2) *Purchase from a retailer and installation by the retailer :*

Product was purchased and installed from an authorized retailer, and said retailer should carry out the repairs.

- a) Contact the authorized retailer with whom the transaction was concluded. Provide the retailer with the following information :
 - i) original proof of purchase ;
 - ii) defective part or parts.
- b) Ask the retailer to handle the warranty request with the manufacturer.

At any time, it is possible to follow up on fulfilment of the warranty by communicating directly with the manufacturer at the address indicated below.

2. RELATED COSTS

In the context of a repair covered by the warranty within the territory of a retailer, said warranty shall be limited to the replacement cost of the parts. Said warranty does not cover installation or laying down costs.

In the context of manufacturer authorized repairs, a minimum rate of thirty (30) dollars an hour shall be available for the retailer (amount shall be previously authorized by the manufacturer).

3. LEGAL FRAMEWORK

Where the law of the state or province of the owner of the product contains supplementary or different provisions, which annul or modify the extent of the warranty, said legislation shall prevail.

4. CONTACT DETAILS OF MANUFACTURER

Wickham Hardwood Flooring
1031 7th rang
Wickham, Québec J0C 1S0
CANADA

Tel. : (888) 494-2542
Fax. : (819) 398-5355

5. LIMITATION OF LIABILITY

If the purchased product is non-compliant, Wickham Hardwood Flooring's maximum liability is expressly limited to the lowest of the amount paid for the product or the cost of repairing or replacing the defective product under normal conditions of use.

With the exception of the framework defined here above, Wickham Hardwood Flooring may not be held liable for damages caused by the product or impossibility of using the product, despite any losses of profits or savings, or for any other special, incidental or consequential damages. Wickham Hardwood Flooring cannot be held liable for any claims instituted by a third party or by the beneficiary of the warranty on behalf of a third party.

Said limitation of liability applies to damages or to a claim pursuant to the limited warranty or as a tortuous claim (including negligence and product liability), a contractual claim, or any other claim; said limitation of liability may not be annulled or amended.

Said limitation of liability shall be effective even where Wickham Hardwood Flooring or an authorized representative of Wickham Hardwood Flooring has given notice of the possibility of such damage.

The present limited warranty grants specific legal rights, other rights that vary from one country to another, may also be available. Local legislation should be reviewed to determine all existing rights.