

A photograph of a modern living room. In the center is a green tufted sofa with dark and light-colored cushions. In front of it is a round, dark wood coffee table with a glass top. To the left is a dark wood side table with a vase and a candelabra. A large window in the background lets in bright light. The floor is made of dark wood planks.

Warranties

Wickham's warranty





Limited warranty

Wickham Hardwood Flooring 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:

01. 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.



02. 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.

Structural limited warranty

All Wickham Hardwood Flooring floors (solid and/or engineered) warrant a lifetime limited structural residential warranty. This warranty applies 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. 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) if due to non-compliant use with conditions of use described herein; where a modification or repair is made to said product.

Finish limited warranty

Polyurethane (Domestic) finish

All Domestic Collection floors (solid and/or engineered) warrant that the factory finish will not wear through or separate from the wood for a residential use of **thirty-five (35) years**. All warranties are limited to the original purchaser only and the warranties herein are not assignable or transferable to any other party. Purchaser must retain sales slip and make sure that the flooring is properly installed in accordance with Wickham's installation instructions and guidelines.

Detailed finish warranty applies as follow :

- **Thirty-five (35)** years for a normal residential use.
- **Five (5)** years for light commercial use.
- **Two (2)** years for heavy commercial use.

Oiled finish

Wickham's Winery Collection (UV-Cured Oiled finish) has a **five (5)** years finish warranty. Since the oiled finish is an integral part of the wood, it is normal that wear of the wood will have a greater impact on the wear of the oiled finish. This applies to residential use ONLY. There is no warranty on commercial use for the oiled finish.

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 maximum rate of thirty (30) dollars an hour shall be available for the retailer (amount shall be previously authorized by the manufacturer).



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.

Contact details of manufacturer

Wickham Hardwood Flooring

1031, 7e rang, Wickham (Quebec) J0C 1S0, CANADA
Phone: 1 888 494-2542

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.

This limitation of liability applies to damages or claims under this limited warranty or as a claim for tort (including negligence and strict product liability), a contractual claim, or any other claim. This limitation of liability cannot be canceled or modified by any person.

Said limitation of liability applies to damages or to a claim pursuant to the limited warranty or as a tortious 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.

Limitations & exclusions

Color

Normal exposure to the sun will cause discoloration on any hardwood flooring over the years. This is not a product defect. Color variation and/or changes in colors are natural occurrences for any hardwood floor. Such changes are caused by sun & light exposures, as well as any UV exposure. Those changes are not covered by the Wickham warranty. To limit such drastic changes, Wickham recommends moving rugs and other furniture occasionally. Color change is not a product defect. Therefore, any color match to an already existing floor is not guaranteed. The new product may vary from the older, aged product. These variations are also not covered under the Wickham warranty.

Noise & creaking sound

An installed hardwood floor can possibly cause some creaking. Any type of noise or creaking sound coming following installation is not considered a manufacturing defect and is not covered by the Wickham Hardwood warranty.

Rustic grade

No warranty applies to the rustic wood. Since Wickham's Rustic grade is not integral part of its offering and is upon accumulation of discounted material, neither the structural nor the finish warranty apply to the product.

Radiant heat

Do not install Solid hardwood floors on electric radiant heating systems. Installation on a heated tube radiant system is permitted under these conditions:

- Use floating method or glued method for installation.
- Flooring should be acclimated for a two-week period with the radiant heating system functioning at a temperature between 18 and 24°C. (65 to 75°F)
- Subfloor temperature should not exceed 28°C (80°F)

CAUTION: Do not use nails, staples, or other fasteners to avoid damaging your heating tube system. Once the floor is installed, an increase of 1°C per day only is permissible, up to the desired temperature.

Hickory flooring for use with a radiant floor heating system is not covered by Wickham's warranty.



Visual effects

Product defects that cannot be measured or are visible only under lighting and/or at a particular angle are not considered as defects and are therefore not covered by the Wickham Hardwood Flooring warranty.

Installing & accepting

Installation of the product implies acceptance. An installed floor means an approval of its grade, width, finish, and color. The industry allowed 5% for natural wood imperfections. The homeowner should sign-off on the product prior to installation. Should the homeowner decide to be absent upon the installation, approval of the product is automatically assumed. Moreover, Wickham Hardwood Flooring does not take responsibility for product replacement or repair should a third-party determine a defect but still install the product.

Claim process

Claims related to the warranty, shall be submitted at the point of purchase with accompanying proof of purchase. The warranty does not cover damage sustained during transportation, storage, installation, or any other cause not covered expressly by the warranty described hereafter. 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 labor or installation) or where the original material is no longer available.



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