

**Thank you** for selecting a T. Morton & Co. Premium Hardwood Floor for your home.

## RESIDENTIAL PREFINISHED PRODUCT LIMITED WARRANTY

**Internet Sales Disclaimer:** T. Morton & Co. Custom Wood Flooring (T. Morton & Co.) strongly discourages the purchase of its products over the Internet. T. Morton & Co. products can be purchased through a network of authorized dealers specifically trained to assist you both before and after your purchase. **Furthermore, T. Morton & Co. will not process any warranty claims, nor will we accept any returns for products purchased via the Internet.**

**Your Installation Professional** is an essential element in your project. It is essential that you hire a local professional installer. Your installer should follow the installation guidelines set forth by the National Wood Flooring Association (NWFA). These are industry standards and are available by calling 1-800-422-4556. Make sure your installer has expertise in the species of wood you have selected. Your local installer should be able to advise you how a given species reacts to your local conditions.

**Pre-Inspection Requirements:** It is the responsibility of the installer and the homeowner to inspect each plank prior to installation. All questions or concerns in regard to the grading, milling, color, gloss or finish of our products are required to be resolved prior to installation. **The manufacturer accepts no responsibility or liability for the cost of this product, replacement and/or labor when flooring containing grade, milling, color, gloss or finish defects has been installed prior to resolution. Installing our product assumes full acceptance of our flooring.** Our product is guaranteed to be on grade and free of any manufacturing defects prior to installation. T. Morton & Co. manufactures hardwood flooring in accordance with accepted industry standards, which permits a grade/manufacturing defect tolerance not to exceed 5%.

T. Morton & Co. Premium Hardwood Floors will contain a mix of clear and select planks as well as character planks. Unique natural occurring character marks may include knots, splits, checking, minimal sap, mineral streaks, color variations, embodied cracks and variations in grain. These unique characteristics are normal and are not construed as defects. Our product is designed to look natural. Some boards may contain open knots, some boards may contain epoxy fill to increase length. Minor variations in plank thickness do occur and are normal between planks. Natural color variation in raw material will dictate how the finished product looks. Since every tree provides us with its own unique natural characteristics, your newly installed floor may vary from samples or pictures shown. We allow nature to customize your floor.

**The Finish on T. Morton & Co. Prefinished Flooring** is a UV Cured, Aluminum Oxide finish. Our finish is one of the thickest in the flooring industry to provide you with years of protection from stains due to spills.

**Caring for your Hardwood Floor** is not difficult. Vacuum often. Abrasive products, natural or manmade, will damage your floor. Dry mop your floor regularly to remove loose dirt before it can scratch your floor. Blot up spills immediately to protect your floor from water damage. Never wet mop your hardwood floor. Use non-abrasive cleaners that do not contain oils, waxes or phosphates. Do not buff, wax or polish. Your hardwood dealer or installer can suggest products available in your local area. Never pour cleaner directly on your floor. Protective pads should be used between the bottom of furniture and the floor. Place entry mats outside and inside entrances or around sinks and dishwashers to protect your floor against spills, sand and abrasives. Avoid mats that prevent airflow and moisture like rubber mats or mats with dense backings. Keep pets nails trimmed to avoid scratches to your floor. Do not walk on floors with spike heeled or sports shoes. Rearrange rugs and furniture periodically so floor ages evenly. Normal exposure to sunlight will bring about changes in the

shading of any hardwood floor as the floor ages. Cherry flooring naturally darkens with exposure to sunlight and by oxidation, which is not considered a defect. Area rugs should be moved occasionally as they block sunlight and may give the appearance of discoloring under the rug. This is not a product defect.

## **LIMITED WARRANTY PROVISIONS OF T. MORTON & CO. PREFINISHED PRODUCTS**

**General Information:** The limited warranties described below apply only to prefinished T. Morton & Co. hardwood flooring products and are given to the original purchaser for as long as he, and or she, owns the home in which the products are originally installed. These warranties do not extend to commercial purchasers or commercial uses, to which all exclusions set forth herein, apply. These warranties are not transferable, AND ARE SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH HEREIN. The warranties cover only residential product applications and are effective on T. Morton & Co. hardwood floor products purchased after April 1, 2008.

**Prefinished Product Warranty:** T. Morton & Co. warrants that NINETY PERCENT (90%) of the total floor surface area of its prefinished hardwood flooring finish on the Traditions Collection will not wear through or separate from the wood for the lesser period of 50 years (15 year residential warranty on all other engineered and solid visuals) or as long as the original purchaser owns the home, when properly inspected, installed and maintained in accordance with T. Morton & Co. requirements regarding inspection, installation, and maintenance as set forth herein, and when used only in residential traffic conditions. Gloss reduction or loss of sheen are not considered wear through and are not covered under the prefinished product warranty. T. Morton & Co. does not warrant that the floor will not wear through at all. In order for a warranty claim to exist, the total wear through of your floor must exceed TEN PERCENT (10%) of your total floor surface area. T. Morton & Co. does not warrant that all colors or finishes will be available to match previous lot run dates. Changes or variations in gloss are not considered defects. Due to color variations of product and samples, T. Morton & Co. is not responsible to the residential consumer for matching flooring to other wood products, matching gloss or sheen, color or character to existing flooring, cabinets, stair railing, trim or moldings.

**Manufacturing/Structural Integrity Guarantee:** T. Morton & Co. guarantees to the original purchaser that its solid flooring is on grade and free of any manufacturing defects prior to installation. Engineered flooring will remain free from defects in lamination, assembly, milling and dimension for as long as the original purchaser owns the floor.

## **WARRANTY DISCLAIMERS AND EXCLUSIONS**

**PREFINISHED PRODUCT WARRANTIES EXCLUSIONS:** T. MORTON & CO. WARRANTIES DO NOT COVER WEAR THROUGH OF FLOOR SURFACE AREAS LESS THAN OR EQUAL TO TEN PERCENT (10%) OF THE TOTAL FLOOR SURFACE AREA. T. MORTON & CO. WARRANTIES DO NOT COVER FAILURE TO FOLLOW ALL MANUFACTURER'S SPECIFIC WRITTEN INSPECTION, INSTALLATION, OR MAINTENANCE INSTRUCTIONS, IMPROPER MAINTENANCE, MISUSE OR IMPROPER ALTERATIONS OF THE ORIGINAL MANUFACTURED PRODUCT, INSUFFICIENT PROTECTION, INDENTATIONS, SCRATCHES OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION, ABNORMAL USE, NEGLIGENCE, VACUUM CLEANERS AND OTHER MECHANICAL CLEANING EQUIPMENT, FIRE, WATER, DAMAGE OR COLOR CHANGE CAUSED BY ULTRAVIOLET LIGHT, EXPOSURE FROM SUNLIGHT AND OTHER SOURCES, STAINS CAUSED BY MISUSE OR PETS, EXCESSIVE HEAT OR EXCESSIVE DRYNESS, SHAKE DUE TO ALTERATION OF PRODUCT OR DUE TO IMPROPER HUMIDITY, EROSION, PEBBLES, SAND, DIRT OR OTHER ABRASIVES, PET CLAWS, INSECTS, STILETTO HEELS, CLEATS, UNPROTECTED FURNITURE LEGS, INDENTATIONS, CIRCUMSTANCES CAUSING ABNORMAL WEAR, COLOR VARIATIONS, NATURALLY OCCURRING WOOD CHARACTERISTICS, ANY DAMAGE CAUSED BY WATER OR MOISTURE

FROM ANY SOURCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FLOOD, HURRICANE OR OTHER NATURAL DISASTERS, SNOW, RAIN OR OTHER WEATHER CONDITIONS, BROKEN OR LEAKY PIPES, TOILETS OR APPLIANCES, SPILLS FROM SHOWERS, TUBS OR SINKS, KITCHEN SPILLS, WET MOPPING, HUMIDIFIERS OR DEHUMIDIFIERS OR SUBFLOOR MOISTURE.

T. MORTON & CO. WARRANTIES DO NOT COVER NATURAL EXPANSION AND CONTRACTION RESULTING IN SEPARATION BETWEEN BOARDS, OR DAMAGE CAUSED BY HUMIDITY OR SUNLIGHT.

THE MANUFACTURER EXCLUDES ALL WARRANTIES IMPLIED BY LAW OR IMPLIED BY FACT WHICH ARE NOT EXPRESSLY SET FORTH ON THE FACE OF THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE MANUFACTURER EXCLUDES AND WILL NOT PAY ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO THE EXTENT PROVIDED BY LAW, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OTHER PROPERTY, DIMINUTION IN PROPERTY VALUE, COSTS OF RENT OR MOVEMENT OF FURNITURE OR FIXTURES AND OTHER ADDITIONAL EXPENSES, EVEN IF T. MORTON & CO. HAS BEEN ADVISED OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**REGARDING ALL WARRANTY COVERAGES:** ANY DAMAGE CAUSED TO THE FLOORING OR FINISH DUE TO THE FOLLOWING WILL VOID THIS WARRANTY:

**Failure to Inspect:** Each piece of the flooring is as unique as the trees from which they are made. Samples are made available only for representation of the general nature of the flooring and cannot be relied upon by a purchaser as an express warranty of product appearance, and cannot be duplicated or conformed to by T. Morton & Co. in manufacturing premium hardwood flooring. Unique natural characteristics are normal characteristics and are not construed as defects. We cannot and do not warrant against natural variations, nor the normal minor differences between color samples and the color of installed floors.

The uniqueness of each piece including, but not limited to, each planks' natural knot holes, color variations, grain deviations, mineral streaks, and openings in the surface, must be examined and inspected by buyer or buyers' representatives to determine its appearance and structural acceptability in the final floor. If any character trait of any piece of T. Morton & Co. prefinished flooring is unacceptable, you may consider culling it out of the piece of flooring before installation; although this is not grounds for replacement of the piece. T. Morton & Co. will not be responsible for any liability including, but not limited to, repair, replacement or refund in any manner, for installation of character flooring that is objectionable or undesirable based on the character traits of the wood. It is the responsibility of the installer and the homeowner to inspect boards prior to installation. T. Morton & Co. accepts no responsibility for costs of product or labor when boards with visible defects have been installed. Installation of the product constitutes acceptance of all character deviations and occurrences in the product. This warranty does not extend to any repair, replacement, refund, or reimbursement remedies for reinstallation costs, labor, or material for replacement of product that was not properly inspected before installation for visual or structural defects that are eventually rejected by the end user or their agent.

**Failure to Install Properly:** National Wood Flooring Association industry recommended installation procedures must be followed or this warranty is invalid. These standards include, but are not limited to: moisture content must be tested on both the product and sub floor prior to installation; in general, wood or plywood sub floors should not exceed 12% moisture content or 2% moisture content difference between plank wood flooring and sub floor. Wood subfloors must be flat, clean, dry structurally sound, free of squeaks and free of protruding fasteners. If original installation is done by anyone other than a professional installation contractor, this warranty is invalid. This warranty does not extend to any repair, replacement, refund, or reimbursement remedies for reinstallation costs, labor, or material for replacement of product that was not properly installed. When a professional flooring contractor installs T. Morton & Co. premium hardwood flooring, it is also recommended that the floor be properly acclimated, racked out, and the mix of clear, select, #1 common and #2 common planks be inter-dispersed in the floor for an overall beautiful variation.

**Abuse or Misuse:** This warranty does not cover any damage that results from the accidental or intentional penetration of the finish. Nor does the warranty cover damage caused by shoes in need of repair, sports equipment, furniture, cleaning equipment, sudden impact by hard objects, pet claws, use of abrasive cleaners, or abrasion by any object such as sand or pebbles. Scratches that appear after installation are considered to be normal wear. Sanding or "screening" the finish will void this warranty.

**Transportation and Storage:** The product must be transported and stored in a dry environment. No exposure to moisture of any type should be permitted. Do not store on concrete surfaces. Do not deliver wood flooring to the jobsite or install wood flooring until the building is enclosed and appropriate temperature and humidity levels have been achieved.

**Environmental Conditions:** Wood is hydroscopic. It will absorb and expel moisture based on its environment. The humidity level in the home must be maintained in the range of 35%-55% year round with a temperature range between 60 to 80 degrees Fahrenheit. Air conditioning, dehumidification or humidification may be necessary to control environmental humidity range, and maintain it in the desired range of 35%-55%, since excessive humidity beyond the range may cause individual board swelling, and humidity below the range (typical in late winter or desert climates), may cause individual board shrinkage. Engineered flooring is 100% hardwood and is not immune to these changes.

**Movement in flooring** is a natural occurrence with seasonal changes. In summer, when the humidity is higher, the floor will expand. This can cause cupping and crowning. In the winter, when humidity is lower, the floor will contract. This normal expansion and contraction is not a defect. To maintain the best performance of your wood floors, use humidification and dehumidification to maintain indoor humidity at 35-55% year round.

**Radiant Heat Installation:** T. Morton & Co. does not recommend installation of our solid products over radiant heat. Installation of our solid products over radiant heat will void the warranty.

T. Morton & Co. engineered flooring can be installed over radiant heat if installed by a reputable installer using the NWFA flooring temperature guidelines for installation over radiant heat.

**Infestation:** This warranty does not cover damage due to insect infestation after the product has left the factory.

**Alterations or Changes In Composition of Product:** T. Morton & Co. will not be responsible for alterations to or changes in composition of T. Morton & Co. products by anyone including, but not limited to: purchaser and their installers, by whatever means or methods employed by them, after the product is in the exclusive possession and control of purchaser or purchaser's agents.

**Unauthorized Representations:** No dealer, installer, retailer, distributor, agent, or employee of T. Morton & Co. has the authority to alter the obligations or limitations of any T. Morton & Co. Warranty.

**THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE EXPRESS WARRANTIES PROVIDED HEREIN AND IS IN LIEU OF ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES BY THE MANUFACTURER. THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE EXCEPT THE EXPRESS WARRANTIES ON THE FACE OF THIS DOCUMENT.**

**EXCLUSIVE REMEDIES:** If, in the unlikely event any portion of your T. Morton & Co. prefinished products should fail with respect to the provisions of these warranties to the original residential purchaser, T. Morton & Co. will, at its sole option, within a reasonable time of receipt of actual notice and verification of your claim, repair, replace or refinish only that portion of the floor (exceeding TEN PERCENT (10%) of the total floor surface area) which has failed to perform consistently within the terms of these limited prefinished product warranties herein referred to as the "affected portion" of the floor due to such defect, AT NO COST TO YOU, with the same product or another product of equal value, or will refund the purchase price of the affected portion of prefinished product. **THIS IS THE SOLE AND EXCLUSIVE REMEDY TO THE PURCHASER AND SOLE OBLIGATION AND LIABILITY OF T. MORTON & CO.** This warranty will not be deemed as to have failed in its essential purpose so long as T. Morton & Co. is willing to refinish, repair, or replace the affected portion of prefinished product (exceeding TEN PERCENT (10%) of the total floor surface area which has failed to perform consistently within the terms of these limited prefinished product warranties defined in this document as the "affected portion"), or refund the purchase price of the affected portion of prefinished product to the original purchaser.

**CLAIM PROCEDURE:** To file a claim, the original residential purchaser should first contact the T. Morton & Co. dealer where the original purchase was made. Claims must be filed within the warranty coverage period, and information verifying date of purchase, and purchase price will be required. T. Morton & Co. reserves the right to have a designated T. Morton & Co. representative inspect the floors and remove samples for technical analysis.

T. MORTON & CO.  
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