

## Manufacturer Warranty

This warranty only applies to the original purchaser and the original location of installation. The conditions and terms of this warranty cannot be altered by anyone. It is at the sole discretion of the manufacturer to elect to refund to the consumer a portion of the original purchase price equivalent to the value of the defective portion of the floor. Never, in any circumstance, will the value of the warranty claim exceed the original purchase price of the product. Furthermore, installation must be performed in accordance with the installation instructions (refer to installation documents provided by Black River) and in accordance with local building codes. Additionally, the owner of the floor shall bear all responsibilities even if he/she is absent at the time of installation. This warranty only applies to residential use, there is no warranty for commercial use or other. If products are used for commercial use, this warranty is no longer valid and the manufacturer carries zero liability whatsoever.

## Product Warranty

Black River offers a comprehensive warranty package that includes a limited lifetime warranty against manufacturing defects on the boards as well as a 35 year residential warranty against premature wear, flaking or peeling. Black River stands behind all its products by offering a comprehensive warranty package that reflects the true value of our floors as an added investment to your home. Black River offers a limited lifetime structural warranty covering manufacturing defects in the boards. A 5% margin for error and imperfection is an expected industry standard and shall not be considered a defect under this warranty. Products sold as waste, seconds, or "as is" are not covered by this warranty. Improper installation such as improper use of flooring nailer (which could cause dents and chipping of finish) or damage caused by any other tool will not be covered by this warranty. Also, damage due to improper storage and handling or transportation is not covered under this warranty.

## 35 Year Wear Warranty

Black River finish is guaranteed under normal residential conditions against total wear, flaking, or peeling. The remedy for any such defect will be available to the original purchaser only and pro rated based on the length of time from the purchase date. Black River will repair, refinish or replace the defective pieces. If the floor can not be repaired satisfactorily, Continental Designs will refund the purchase price of the damaged boards on a pro-rated basis excluding labour charges. If any repairs are made by the customer prior to inspection by an authorized Black River representative, the warranty will be invalidated. Regular maintenance as specified by a Black River representative or dealer must be followed to validate this warranty.

## Warranty Conditions & Exclusions

Black River warranty does not cover scratches, dents or marks made by improper installation, water damage from cleaning or otherwise, fire, furniture, shoes, pets, insects, toys, or other pests, neglect, improper maintenance (including the use of furniture and dusting sprays, detergents, or any floor care products), discoloration, environmental extremes, improper storage of product before use, and any damage from too high or too low humidity levels, etc. The use of tape on this product will also void the warranty.

Any claim against the finish must be easily noticed and must be on at least 15% of the total floor. A reduction in the gloss level is not covered by this warranty. Black River warranty is pro rated from the date of purchase and the warranty covers only the original purchaser of the product for as long as said purchaser owns and resides in the premises where the products were originally installed, and only if the original purchaser provides the original purchase invoice/receipt. Our flooring is manufactured according to industry specifications which allows a defect tolerance of up to 5% of the entire square footage purchased. Be sure to include a 5% waste factor to your measurements which should cover waste and any defect.

Before installing, inspect your purchased hardwood. Please note: if you choose not to install a piece because of appearance, length or your own standard, this will not be considered part of the 5% defect allowance. Discard any board with a major visual defect to avoid marring the overall appearance of the floor. The installer/owner, private or professional, is considered the final grader of material, and he/she will take responsibility for all products installed. Any board installed shall be considered acceptable to the installer/owner and will be excluded from any claims against the warranty.

Small cracks that develop are from too much moisture, heat or excessive dryness and will not be covered under this warranty. Hardwood is a natural product that reacts to changes in relative humidity. Wood expands in the summer when humidity is high and contracts in the winter when the humidity level is much lower. It is recommended that the relative humidity level be at 40–50% all year long, using a humidifier and/or a dehumidifier when necessary. Please note: if you choose to install over radiant heat, your floor will not be covered under the Black River warranty.

Before you install, make sure plastering and cement work in the building is completely dry. You must check the moisture condition of the sub-floor prior to starting installation. Any problems caused by water from broken pipes, flooding or excessive sub-floor moisture/humidity in the area of the installation is not covered by this warranty. It is also recommended that you purchase the wood and let it acclimate in the room, where the flooring is being installed, for at least 48 to 72 hours before installation at a relative humidity level of 40–50% and a temperature of 21°C (70F). To help avoid problems with expansion, cupping and lifting, do not install hardwood in homes adjacent to lakes, in areas with insufficient ventilation (such as a crawl space) and any areas that could potentially be a moisture problem.

Due to high levels of humidity in new home construction, hardwood should not be installed for a period of 60 days after house completion. Have all proper indoor climate controls functioning during the 60 day waiting period before hardwood installation. All hardwood floors should be installed on top of a minimum 5/8" plywood.

Black River uses top quality stains and finishes. However discoloration is a natural phenomenon. Color can vary naturally due to the species of wood, age, or when exposed to the ultraviolet light such as sunlight. You may notice this color variation from board to board, or if and when replacing a board becomes necessary. Therefore it is recommended you move area rugs and furniture from time to time as they block the sun's rays. Discoloration from the above conditions is not considered a defect and is not covered under the warranty.

**List of exclusions but not limited to:**

- surface wear or color change
- gloss and color variation
- actual flooring products may differ in color, grain, appearance from sample board
- replacement hardwood flooring not matching display samples, existing flooring, or other products and furnishing in your home
- Outside residential or commercial use
- Damage from excessive moisture from any kind of source not limited to flooding, spills, mopping, or liquid left on the surface for any amount of time
- Loss of gloss
- Food service establishments
- Variant in the dimensions of the product
- Spaces between boards, the framework, and post installation cracks
- Defects from improper transportation
- Products not paid in full
- Variable thickness by area
- Localized finish cracks near character marks
- Localized seepage of natural wood resin
- Open knots and hole (including worm holes)
- Cracks and checks
- Characters marks that become prominent
- Products shipped by sea

**Filing a claim**

The original purchaser must provide the original receipt/invoice and a photograph showing cause of claim to the Black River dealer where the product was purchased. Your dealer will arrange for an authorized Black River representative to come and inspect your floor. If the representative feels the complaint is valid, then he/she will arrange to have it repaired, refinished, or replace the part of the floor that is in question. This warranty is limited to one repair. If the floor cannot be repaired or replaced, Black River may choose to reimburse the purchaser for the material cost of the damaged portion of the floor. Black River does not assume any liability for any indirect, incidental or consequential damages, costs or expenses of any kind. Black River reserves the right to inspect and remove samples to determine the exact cause of complaint to cover this warranty.