



**UNIQUE**  
- WOOD PRODUCTS -

Luxury Vinyl SPC /  
WPC Flooring  
Residential and Light  
Commercial Warranty

## **SPC Flooring Warranty**

### **EXCLUSIVE LIMITED WARRANTY**

Manufacture warrants that its flooring will be free from manufacturing defects and, under normal use and maintenance, will not wear resulting in loss of original pattern. The warranties apply to the original purchaser of the flooring for residential or light commercial use and is not transferable. For the warranties to be effective, the flooring must be installed, cared, maintained and placed in service conditions according to Unique Wood Products installation instructions (instructions are located at [www.uniquewoodproducts.com](http://www.uniquewoodproducts.com))

### **PRE-INSTALLATION LIMITED WARRANTY**

Manufacture warrants that this product is free of visual defects. You and/or your installer should carefully inspect each piece before installation. Any pieces that appear to have defects should not be installed. Manufacture will not be responsible for any claim for products with visual defects after it has been installed.

### **LIMITED MANUFACTURING DEFECT WARRANTY**

Unique Wood Products warrants the flooring in their original manufactured condition to be free from defects in material and workmanship including milling, assembly, dimension and grading for a period of one year from the date of purchase.

### **LIMITED RESIDENTIAL WEAR WARRANTY**

Unique Wood Products warrants for 20 years from the date of purchase and under normal residential conditions and uses, the wear layer will not wear-through from foot traffic to the point of exposing the substrate layer of the flooring.

### **20 YEAR RESIDENTIAL WATERPROOF WARRANTY**

Unique Wood Products warrants that for 20 years from the date of purchase, top surface water exposure from normal residential activities and uses, will not damage the structural integrity of the flooring.

### **20 YEAR RESIDENTIAL STRUCTURAL INTEGRITY WARRANTY**

Unique Wood Products warrants for 20 years from the date of purchase, under normal residential conditions and uses, the cohesion between the layers of the product will remain intact and the flooring will remain stable.

### **10 YEAR RESIDENTIAL LIGHT COMMERCIAL WARRANTIES**

Unique warrants for 10 years from the day of purchase, published in marketing copy or sales brochures, under normal conditions and uses, the wear layer will not wear-through from foot traffic to the point of exposing the substrate layer of the flooring. Multifamily projects are classed as light commercial warranties.

## SPC Flooring Warranty

### TERMS OF LIMITED 20 YEARS RESIDENTIAL WARRANTY

- Within One Year – Claims submitted for confirmed manufacturing defect within one year of purchase. Home Legend will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- Year One and Year Five – Claims submitted for confirmed manufacturing defect submitted after year one and before year five. Home Legend will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.
- Year Five and Year Ten – Claims submitted for confirmed manufacturing defect submitted after year five and before year ten. Unique Wood Products will arrange a credit based on the applicable purchase price but no labor cost.
- After Ten Years - Claims submitted for confirmed manufacturing defect submitted after year ten. Home Legend will provide products to repair the defective areas of the floor but no labor cost. If flooring model is no longer available, other reasonable arrangement will be substituted.

### TERMS OF LIMITED 10 YEARS LIGHT COMMERCIAL WARRANTY

- Within One Year – Claims submitted for confirmed manufacturing defect within one year of purchase. Home Legend will arrange a credit based on the applicable purchase price and reasonable labor if professionally installed.
- Year One and Year Two – Claims submitted for confirmed manufacturing defect submitted after year one and before year two. UNIQUE WOOD PRODUCTS will arrange a credit based on the applicable purchase price and 50% of labor if professionally installed.
- Year Two and End of Term – Claims submitted for confirmed manufacturing defect submitted after year two and before the end of the term. Unique Wood Products will arrange a credit based on the applicable purchase price but no labor cost.

### THE WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS

- The flooring must be installed properly in accordance with the manufacturer's installation instructions and for its intended purpose as flooring.
- Uses other than its intended purpose are not covered by the warranty. Such uses include, but not limited to, installation on the ceilings, walls, boats, airplane, motor vehicles, recreational vehicles.
- Installation requirements include, but not limited to, subfloor moisture content limits, flatness, soundness and stability, required product acclimation.
- The flooring must be used indoors in dry, climate-controlled areas. This limited warranty does not apply if it is used outdoors or otherwise exposed to uncontrolled climate conditions.
- The flooring must be maintained in accordance with the included care and maintenance instructions.
- This limited warranty applies only to defects which were not visible before or during installation of the flooring. If there is a visible defect in the flooring material, the flooring material should not be installed, and should instead be returned as defective material.

## SPC Flooring Warranty

- Manufacturing defects must be in excess of industry waste factor which is 5% of total area of installation or project. It is more for diagonal installation or certain room layout.

### EXCLUSIONS FROM WARRANTY COVERAGE

- Dissatisfaction due to improper storage, handling or installation or maintenance.
- Damage resulting from moisture problems. Moisture emissions from concrete can result in high pH and alkaline conditions that can distort the product. Our SPC and WPC flooring is waterproof and reliably secures the flooring panels on all four sides. However, moisture in the subfloor could cause mold, mildew, and other moisture related issues such as cupping or moisture emissions under the flooring, which may contribute to an unhealthy indoor environment. It is up to the flooring contractor to determine if a subfloor is not cured. Should the subfloor not be cured, please use the moisture barrier/mitigator like 6 mil poly sheeting plastic to prevent the material from being damaged by moisture from the subfloor.
- For Unique Wood Products SPC / WPC, these are professional products, no warranty for "DIY"
- Damages resulting from misuse or abuse including, but not limited to, adhesives, tapes, scratches, scuffs, cuts, burns, stains, soiling, hair dye, fading, warping, cracking, indentations, excessive moisture, urine, feces, pets, or vomit stains, improper or insufficient maintenance, use of steam cleaners, vacuum cleaner beater bars, Electric Brooms, improper rolling loads, caster wheels, chairs or other furniture without proper floor protector. Protective mats are required for office use.
- Do not use detergents, abrasive cleaners, or mop & shine products.
- Direct sunlight baking floor will damage your floor. The floor needs protection from extended sunlight. The Sun coming directly thru a window will add to the heat on the surface of the floor and damage the floor. The flooring requires dimensional changes and discoloration from exposure to direct sunlight.
- Damages or failure of floor to adhere to subfloor resulting from excessive moisture, alkali and/or hydrostatic pressure.
- Floor products sold as irregulars or second quality which is sold as is.
- Although Unique Wood Products SPC is not susceptible to damage from moisture, excessive subfloor moisture can be a breeding ground for mold, mildew and fungus. The Limited Warranties do not cover discoloration from mold or from flooding, leaking plumbing or appliances, water entering through sliding glass doors or similar conditions.
- Damage due to radiant heat floors, Flooring installed outdoors
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparations materials & fasteners including, but not limited to, uneven subfloor, floor deflection or voids in subfloor. Squeaky, creaky or noisy floors are not covered by warranty.
- Extreme Conditions. The Humidity level in home must be in the 35%-55% range throughout the year using air conditioners, humidifiers or dehumidifiers' as appropriate. Lack of HVAC system maintaining floors at optimal range per installation instructions.
- Damage to surrounding structure, walls subfloors, fixtures, furniture, underlayments, moldings, trims, subfloor heating elements, or anything that is not the floor or plank.

## SPC Flooring Warranty

### EXCLUSIONS FROM WARRANTY COVERAGE

- Color variations between samples, printed illustrations, dye lots, age of material, and the actual production runs.
- Discoloration due to use of rubber-backed mats, coco-fiber mats, solvent –based polishes, oil or petroleum-based products or cleaners or asphalt tracked in from driveways or parking lots.
- Reduction of gloss from use. Loss of gloss overtime is consistent with normal wear & tear and is not a product flaw. Natural changes in color from exposure to natural and UV light
- Installation over gypcrete or other similar materials that have not been first sealed with a product expressly approved by Manufacture in writing prior to installation.
- Residential or Commercial installation with heavy wheeled vehicle traffic that permanently indents or damages the flooring.
- This warranty is made solely to the original purchaser of the flooring. Warranty is not transferable under any circumstance. This limited warranty is expressly in lieu of any other express warranty whether oral or written.
- Unique Wood Products makes no guarantee that products will match or coordinate with customer furnishings, trim, cabinetry, railing, etc.
- Damage to floor caused by flooring that subsequently is heated to temperature above 140 F (60 C) or is exposed to temperature below 32 F (0 C).
- Product deformity that is not measurable or that is only visible under certain light or from a certain angle is not considered a defect. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Recoating and finish alterations (finishes applied by the owner or installer) including, but not limited to, refinishing or recoating.
- Floors that are installed in non-owner-occupied residences (except products that are noted warranted commercial).
- Floors that have been replaced by a previous claim.
- Floor which have been installed, then removed to make corrections due to installation errors, and reinstalled.
- Incidental and consequential damages. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Such damages shall include, but not limited to, the followings: any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products, inconveniences or hotel accommodations.
- Products sold "AS IS" or products described as "thrift," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "rustic," "close-out," "off-goods" or "non-standard."

# SPC Flooring Warranty

## DISCLAIMER

UNIQUE WOOD PRODUCTS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FLOORING PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

UNIQUE WOOD PRODUCTS warranties cannot be altered by sales representatives or distributors. Sales representatives and distributors have no authority whatsoever to establish, expand, or otherwise modify said warranties.

UNIQUE WOOD PRODUCTS limited warranty provisions are deemed to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

UNIQUE WOOD PRODUCTS limited warranties constitute the entire agreement of the parties, and no waiver or amendment shall be valid.

## CLAIMS

Any claim which is covered under the UNIQUE WOOD PRODUCTS Limited Warranty must be submitted to us through your retailer who will file a claim on your behalf. You will be required to provide the following information: your name, address, contact information, purchase order information, and receipt showing proof of the UNIQUE WOOD PRODUCTS flooring purchased.

## UNIQUE WOOD PRODUCTS Responsibility

If UNIQUE WOOD PRODUCTS, accepts a claim under this limited warranty, UNIQUE WOOD PRODUCTS, will repair or replace, at its option, the UNIQUE WOOD PRODUCTS flooring material only. If your floor was professionally installed, UNIQUE WOOD PRODUCTS will also pay reasonable labor costs for the repairs or replacement as stated in warranty terms. If we repair or replace a plank or more as a result of a warranty claim, you will be required to clear, at your expense, any items placed over the affected area subsequent to the original installation.

UNIQUE WOOD PRODUCTS reserves the right to verify any claims or defect by inspection and have samples removed for technical analysis. We must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which should be no less than thirty (30) days after the problem is reported. Do not remove installed flooring prior to inspection. Removal of flooring prior to inspection will void the warranty.

If UNIQUE WOOD PRODUCTS in its sole discretion, determines that such repair or replacement is not reasonably achievable, UNIQUE WOOD PRODUCTS will refund the dealer's purchase price of the affected flooring material.

## **SPC Flooring Warranty**

We will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, we conclude the site conditions may not be acceptable for the installation of the flooring.

Upon approval of a warranty claim, UNIQUE WOOD PRODUCTS will provide instructions on the manner in which to proceed in order to have your flooring repaired or replaced. Comply with such instructions within ninety (90) days after the claim is approved or your rights under the limited warranty will be deemed waived.

The above remedies are the sole and exclusive remedies for claims on this UNIQUE WOOD PRODUCTS product. These limited warranties give you specific legal rights, and you may also have other rights which vary from State to State.

THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE WARRANTY, AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. WARRANTIES CANNOT BE ALTERED BY ANY SALES REPRESENTATIVE OR DISTRIBUTOR. SALES REPRESENTATIVES AND DISTRIBUTORS HAVE NO AUTHORITY WHATSOEVER TO ESTABLISH, EXPAND, OR OTHERWISE MODIFY WARRANTIES. UNIQUE WOOD PRODUCTS WARRANTY PROVISIONS ARE DEEMED TO BE SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ONE PROVISION SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION.

UNIQUE WOOD PRODUCTS LIMITED WARRANTIES CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES, AND NO WAIVER OR AMENDMENT SHALL BE VALID. ANY OR ALL DISPUTES ARISING OUT OF UNIQUE WOOD PRODUCTS OR THIS WARRANTY SHALL BE SUBJECT TO MANDATORY AND BINDING ARBITRATION IN HARRIS COUNTY, TEXAS, PURSUANT TO THE RULES OF AMERICAN ARBITRATION ASSOCIATION. ANY TRIALS BY JURY ARE EXPRESSLY WAIVED.