



**BIYORK**  
HydroGen 5<sub>mm</sub>  
WARRANTY INFORMATION

Always refer to recommended instructions prior installation. Any method indifferent from this document may void your warranty.

# HYDROGEN WARRANTY

Biyork Canada Hydrogen Warranty is given to the original purchaser of our products, and is limited to Biyork Canada Hydrogen products only. This warranty is NOT transferable and may not be claimed by any other than the original purchaser. It is up to the homeowner and/or installer to ensure the correct type, model, collection, and colours delivered to the jobsite prior to installation. The homeowner/installer can do so by comparing it with the "sample" that the floor was selected from to ensure the floor received is the correct flooring and it is acceptable for installation.

## **Important**

Biyork Canada Installation and maintenance guidelines MUST be followed as a condition for this warranty. Failure to comply with the installation, and maintenance parameters is subject to denial of the claim. Biyork will reserve the right to withhold any guarantee. Refer to the Biyork reference manual for installation of flooring materials.

## **25 Year Limited Residential Warranty**

BIYORK warranties is for a period of 25 year from the original date of purchase, when installed, maintained and cared for in accordance with BIYORK Flooring recommended installation, maintenance, guidelines, as well as usage under normal household conditions in a dry, enclosed residential building, and as listed below. This limited warranty does not cover failures due to abuse, accidental damage or when repairs have been made or attempted by anyone other than Biyork.

## **5 Year Limited Light Commercial Warranty**

The Hydrogen floor also carries a 5 year Light Commercial Warranty, from the original date of purchase, when installed, maintained, cared for in accordance with BIYORK Flooring recommended installation maintenance guidelines, and as well as used under normal household conditions in a dry enclosed commercial building that the surface wear-layer on Hydrogen floors.

## **Wear Layer:**

BIYORK warranty is for the period stated above, that the surface wear-layer on Hydrogen floors shall not wear through under normal use. (Vinyl layer wear-through is defined as 100% vinyl layer wear-through that exposes the core material over a minimum of 3% of the total installation.) Note: This warranty will be voided if any modification or alterations done to the flooring wear layer, such as sanding or abrading.

## **Manufacturing Defects:**

BIYORK Flooring warrant for the period stated in this warranty, that the Hydrogen floors in their original manufactured condition at the time purchased will be free from any manufacturing defects caused by the production.

## **Waterproofing:**

BIYORK Flooring planks are designed to be 100% waterproof, therefore the flooring integrity will not be diminished significantly if exposure to water. Even though Hydrogen flooring planks are 100% waterproof, water can still accumulate in buildings or on building material when water accumulates and is allowed to settle for a while mold and or mildew can occur. BIYORK Flooring Hydrogen floor warranty does NOT cover any damages resulting from mold and/or mildew growth due to prolonged exposure to moisture.

## **This Warranty does not Cover:**

### **Type, Colour, Shade**

- It is up to the homeowner and/or installer to ensure the correct type, model, collection, and colour were delivered to the job site before installation. The homeowner/installer can do so by comparing it with the "sample" that the floor was selected from to ensure the floor received is the correct flooring and it is acceptable for installation. Therefore, this warranty will NOT cover:
- Claims related to incorrect floor type, model, collection or colour once the floor was installed!
- Claims related to colour variations between the flooring and/or samples and other flooring or wood products, which you wish to match (Such as: cabinets, stair railings, trim, etc.).
- Claims related to colour, shade, or texture variations between samples provided and flooring delivered once flooring planks were installed!
- Claims related to differences between colour of samples and the colour of installed floors, and colour variations from board to board.
- Claims related to differences in colour between different dye LOTS.
- Wear layer wear-through must be readily visible from a distance of 6 feet, measuring at least 1 square inch.
- Wear-through at the edges of floors is excluded from this warranty and will NOT be covered.
- Gloss fading is not considered wear-through under this warranty and will NOT be covered.
- Floors installed over radiant heated subfloors, but were not indicated as suitable for radiant heat, will void all warranty coverage.

## **Defects & Damages**

Industry standard allows for a defect and irregular tolerance of up to 5%. Therefore, it is the homeowners/installers responsibility to inspect the product for any visible defects or damages prior to installation. If the floor does not meet the homeowners/installer's expectations and/or is not acceptable for installation; please contact BIYORK before beginning installation.

This warranty does not cover any right to claim for any flooring defects once floor was installed. This warranty becomes invalid once any flooring panels with visible defects have been installed.

## **Installed Floors & Used Planks**

BIYORK Warranty does not cover any claims related to incorrect type, model, collection, colour, visible defects or damages once the floor was installed. No claims will be honoured, nor any replacement or refunds will be offered or issued once floor is installed. Complaints or claims concerning used planks will not be accepted. This warranty will be voided and will not apply if the flooring has not been Installed maintained, cleaned, and or cared for in accordance with our recommended installation and maintenance guide lines.

## **Job-Site Conditions & Installation Surface Deficiencies**

It is the sole responsibility of the homeowner or installer to determine if the job site conditions, environment, installation surface (Sub-Floor) are up to local building codes, are acceptable for Hydrogen Flooring installation, and as well as meeting or exceed the **NWFA (National Wood Flooring Association)** industry standards and regulations. Please make sure to evaluate the job-site for potential problems before wood flooring is delivered and installation begins.

- BIYORK Flooring warranty does not cover any failures resulting from, or related to, job-site environment/condition or subflooring deficiencies.

## **Installation & Installer Errors**

BIYORK Flooring products must be installed in accordance with the BIYORK CANADA Installation Instructions, using the appropriate materials, and accessories that have been recommended or approved by BIYORK. It is also suggested that BIYORK Flooring be installed by experienced flooring professional. A professional installer should be able to provide evidence of past work either via references or show completed work. They will also be knowledgeable in inspections required before, during, and after installing hardwood flooring. If flooring is not installed by a flooring professional; installer assumes any risk of issues arising due to improper installation, and or any issues arising from improper Pre-Post installation inspections. Therefore, this warranty will be voided. If you are not sure of which product to use please contact BIYORK MATERIALS CANADA Wood Floor before installing or using any products or accessories to install the floor.

- Claims related to, or resulting from improper installation or installer errors.
- Claims related to, use of products or accessories that were NOT approved or recommended by BIYORK.

## **Exceeded Recommended Conditions & Moisture Content**

BIYORK CANADA Flooring products are made to perform best in relative humidity range of 30%-50%, and within a temperature ranging from 60° to 80° Fahrenheit. These conditions are usually the normal living conditions of any normal household. Therefore, it is the homeowner and/or installer responsibility to conduct extensive moisture testing to the sub-floor in order to ensure the designated installation surface meet Biyork Materials Canada Flooring installation guidelines and acceptable for hardwood flooring installation. Therefore, this warranty will NOT cover:

- Any claims related to exposure to excessive moisture or improper environmental conditions (Humidity Changes). (The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 30%-50%)
- This warranty does not cover changes in floor colour due to aging or excessive moisture.
- Even though Hydrogen flooring planks are 100% waterproof, water can still accumulate in buildings or on building material, when water accumulate and allowed to settle for a while mold and, or mildew can occur. BIYORK MATERIALS CANADA Flooring Hydrogen floor warranty does NOT cover any damages resulting from mold and/or mildew growth due to prolonged exposure to moisture.

## **This Warranty EXCLUDE:**

- Surface wears or damages such as: Reduction in gloss, marks, scuffs, scratches, gouges, dents, cuts, splits, cracks, grain raising, checking, edge fracturing, splintering, chipping, end lifting, swelling, shrinking, cupping and bowing that occurs during or after the floor has been installed and caused by abusive conditions, misuse of the product, severe impact, freight damage, modification, alteration, and repair or service of Hydrogen floors by anyone other than those that are authorized by BIYORK CANADA Flooring
- Accidents such as, but not limited to, damage caused by scratching, severe impact, cutting, negligence, fire, and flooding.
- Damage caused by caster wheels or vacuum cleaners.
- Failure to provide adequate furniture support with floor protectors that are at least one inch in diameter.
- Changes in colour due to aging, exposure to sunlight or ultra violet (UV) rays (which may cause oxidation of finish/stain) are not considered a defect.
- Natural expansion and contraction resulting in separation between boards.

### **Filing A Claim**

- In order to make a claim under this warranty, you must contact your BIYORK CANADA Flooring authorized retailer within 30 days following the date of discovery or detection of wear-through, fading or staining. An original proof of purchase (including the date of purchase) must be presented when requesting warranty service.
- In the event of a claim meeting the conditions of the 25 Years Limited Residential Warranty or the 5 Years Limited Commercial Warranty, BIYORK will provide materials free of charge to repair or replace defective laminate floor panels. Labor costs associated with original installation, and or re-installation, will not be covered under this warranty. If the product for which the claim is made is discontinued or no longer available, the customer will be able to choose from BIYORK current product range and select a product of equal value. BIYORK warrants replacement products, for the remainder of the original warranty period only.

### **Right For Inspection**

BIYORK reserves the right to inspect the installed laminate floor panels, and remove samples if needed for analysis purposes before any removal or repair occurs. Removal or repair of claimed floors prior to BIYORK CANADA Flooring inspection will avoid any right to claim against this warranty.

### **DISCLAIMER**

BIYORK CANADA FLOOR DISCLAIMS LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING DOWNTIME, LOSS OF USE OF FLOORING/FACILITIES/EQUIPMENT, LOSS OF PROFIT OR REVENUE. BREACH OF ANY EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT. THE ABOVE REMEDIES ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS ON THIS PRODUCT.

This warranty is dated JAN 1, 2020 and supersedes all warranties previously issued by BIYORK CANADA.

**www.BIYORKCANADA.COM**

Biyork product specifications are subject to change.  
Please always refer to a physical sample for reference.  
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