

## Warranty

### Limited Warranty

Chesapeake floors are manufactured by an experienced team that combines a passion for quality with a high level of technical expertise. Using the latest technology in wood flooring manufacturing and production, Chesapeake floors are built to last and give you the mental peace that comes with buying a top-of-the-line product that you can trust implicitly.

Thus, Chesapeake Flooring Ltd. (hereafter referred to as Chesapeake, Chesapeake Flooring) is proud to offer you the following Warranty Program (hereafter referred to as the Warranty). The Warranty covers our line of pre-finished flooring products: both solid and engineered, which have been installed following recommended Chesapeake Flooring and NFWA installation guidelines, maintained according to recommended floor maintenance procedures (As outlined in the Chesapeake Solid and Engineered Installation Guides respectively and the Care and Maintenance Guide as well as the applicable NFWA guidelines) and kept at a normalized level of humidity (Solid 35- 55%, Engineered 35-70%).

Chesapeake Flooring warrants that all of its products successfully meet established industry standards, as specified for each product category, as well as meeting our own high standards and are thus free from manufacturing defects. This warranty extends solely to the original purchaser of the floor, is non-transferable and applies only to residential or commercial (excluding heavy commercial) use. Low hardness species (those with Janka ratings below that of red oak) are not recommended for commercial use.

- **Thirty-five (35) years**, from the date of purchase, when used under normal **residential traffic conditions**, or
- **Five (5) years** from the date of purchase, when used under **commercial conditions (excluding heavy commercial use)** and this for all products manufactured after December 2005 excepting products in the Alta Moda Collection.
- **Three (3) years from the date of purchase, when used under commercial conditions (excluding heavy commercial use)**

This warranty applies on the condition that regular and preventative maintenance have been carried out as recommended in the installation documents, this document and in the Chesapeake Flooring Care and Maintenance Guide.

The Evershine™ Warranty excludes any indentations, scratches or surface damage caused by misuse, negligence, accidents, pets, lack of proper maintenance, spike-heeled shoes, water, wet mopping, erosion, pebbles, sand, other abrasives, insufficient prevention and/or protection. In order to qualify the floor as defective, the surface wear must be readily visible (from standing height) and cover at least ten percent (10%) of the surface area. Gloss reduction is not considered surface wear.

Any damage due to improper transportation, storage, handling, installation, or any other cause, is not covered by this warranty. As per industry standards, Chesapeake Flooring reserves the right for a 5% defect allowance, which is not covered under this warranty.

### Color

All wood flooring will undergo natural color changes due to the effect of sunlight and/or ultraviolet light and these changes are not covered by our warranty as it is considered a natural occurrence in wood. Rugs and furniture should be moved occasionally to mitigate this problem, especially on the photosensitive species such as Cherry, Walnut and Exotics. Color change is not a product defect. In addition, your flooring will vary from the samples and pictures shown due to wood having natural occurring color variation. Wood flooring produced at different time periods in the same year or in different years will also exhibit color differences.

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### [Floor Care](#)

The use of floor care products other than those specifically recommended by Chesapeake Flooring is prohibited as it may damage your floor or leave a residue or haze and will void the Warranty. Check our Care and Maintenance guide for a list of approved products. heated floor and will not be covered by the warranty if so installed. All other Chesapeake Engineered Floors can be installed over radiant heating according to approved installation methods in the Chesapeake Flooring Engineered Installation Manual and relevant NWFA guidelines.

### [Grading](#)

The Prestige grade may contain pieces with mineral streaking and pin knots. All other grades allow checks, mineral streaks, open knots, closed knots or filled knots with putty, cracks, holes, worm holes, open cracks, localized variable thickness, subsidence of character traits, etiolation or separation within character traits, color variation and other related characteristics as well as movement within natural characteristics and finish deterioration near natural characteristics.

### [Noise and Squeaking](#)

Any type of noise coming from fastener movement, improper retention of the flooring to the subflooring, the use of staples in hardwood flooring installation, the installation of hardwood flooring over OSB or in conditions outside the scope of the warranty or installation guide will not constitute a defect and no claim will be accepted regarding this.

### [Installation and acceptance](#)

Installation of any flooring constitutes acceptance of its grade, milling, color and finish. The homeowner should approve the product before installation. If the homeowner elects to have the product installed in his absence, he is deemed to have accepted the product. Chesapeake Flooring cannot control the quality of installation thus we cannot warranty claims that are installer related. In addition, if a third-party inspection determines that the defect was present before installation and was subsequently installed, it is not the responsibility of Chesapeake Flooring to pay for the board replacement.

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The Warranty does not cover indentations, scratches or damage caused by negligence, water, wet mopping, erosion, pebbles, sand, other abrasives, spiked-heeled shoes, insects, pets, misuse, abuse, accidents, natural wood fibre surface discoloration, extreme environmental conditions, failure to follow all manufacturer's specific written installation instructions, poor workmanship by installer, improper maintenance, insufficient prevention and/or protection in kitchen workstations and underneath furniture, misuse or improper alterations of original manufactured products, damages resulting from the shifting of the building, or from defects in the base on which the floor is installed.

THE FOREGOING SETS FORTH **CHESAPEAKE FLOORING'S** SOLE OBLIGATIONS AND LIABILITY UNDER THE WARRANTY. THE WARRANTY IS AN EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS, COLLATERAL AGREEMENTS, CONDITIONS OR WARRANTIES OF ANY NATURE OF KIND, EXPRESSED OR IMPLIED,

INCLUDING WITHOUT LIMITATION ANY CONDITION OR WARRANTY AS TO MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, SUITABILITY, QUALITY OR CONDITION OR ANY CONDITION OR WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR IN EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL **CHESAPEAKE FLOORING**

OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC,

COMMERCIAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSS OR DAMAGE OR ANY CLAIM BY A THIRD PARTY, RESULTING FROM THE USE OR LOSS OF USE OR THE PERFORMANCE OR NON-PERFORMANCE OF **CHESAPEAKE FLOORING** PREFINISHED FLOORING PRODUCTS. THE FOREGOING PROVISIONS SHALL APPLY WITH RESPECT TO ANY CLAIM, DEMAND OR ACTION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO NATURE OF THE BREACH OF CONTRACT, BREACH OF COLLATERAL WARRANTY OR TORT INCLUDING NEGLIGENCE OR MISREPRESENTATION.

CERTAIN CONDITIONS, EXCLUSIONS AND LIMITATIONS SET OUT IN THIS WARRANTY ARE NOT PERMITTED OR EFFECTIVE IN SOME PROVINCES AND STATES, THEREFORE SOME OF THE CONDITIONS, EXCLUSIONS AND LIMITATIONS MAY NOT

APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM PROVINCE TO PROVINCE AND STATE TO STATE. IT IS THE RESPONSIBILITY OF THE CONSUMER TO INFORM HIMSELF OF THE LEGAL RIGHTS THAT APPLY TO HIS SPECIFIC SITUATION

THE SOLE REMEDY PROVIDED HEREIN IS THE REPAIR, REFINISH OR REPLACEMENT, AT THE OPTION OF **CHESAPEAKE FLOORING** OF DEFECTIVE PRODUCTS. IN THE UNLIKELY EVENT THAT **CHESAPEAKE FLOORING** IS UNABLE TO CORRECT THE FAILURE AFTER A REASONABLE NUMBER OF ATTEMPTS, **CHESAPEAKE FLOORING** WILL REFUND, IF REQUESTED, THE PURCHASE PRICE OF THE PORTION OF THE DEFECTIVE FLOOR ON A PRORATE BASIS. ANY ATTEMPT TO REPAIR, REPLACE, OR REFINISH THE FLOOR PRIOR TO **CHESAPEAKE FLOORING'S** INSPECTION AND AUTHORIZED REPAIR ACTIONS WILL VOID THIS WARRANTY.