



# Mitis Warranty

## VARNISH WARRANTY

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Thank you for choosing Mitis hardwood floors. We offer a residential and a commercial warranty on all of it Harmony, Nuance and Character grade wood flooring. Under this warranty, Mitis undertakes to replace or, at its option, to repair any product with a manufacturing defect covered by it, subject to the conditions and exclusions mentioned below.

**MATTE AND SATIN FINISH: 35 YEARS RESIDENTIAL ; 5 YEARS COMMERCIAL**

**SEMI-GLOSS FINISH : 25 YEARS RESIDENTIAL ; 3 YEARS COMMERCIAL**

## LIFETIME STRUCTURAL WARRANTY

Hardwood floors are made from natural products that, of course, are not perfect. The warranty covers any manufacturing or grading defect as well as any defects in stain and aluminum oxide finish application. A margin of imperfections of maximum 5 % is considered acceptable by the industry and therefore does not constitute a structural defect for the purposes of this warranty. Wood flooring expands and contracts with seasonal changes and normal heating cycles. Slight gaps between floorboards may appear in spite of proper installation. These small gaps are not covered by the warranty.

## FINISH WEAR-THROUGH WARRANTY

Our flooring coated with UV aluminum-oxide and specially-processed polymerized oligomer finishes are so long-lasting and resistant that we do not hesitate to offer a thirty-five (35)-year residential warranty for the matte and satin finish, a twenty-five (25)-year warranty for the semi-gloss finish as well as a five (5)-year commercial warranty against flaking, peeling and premature wear. The warranty against wear excludes any damage caused by water or the use of wet or damp mopping tools. This warranty does not cover lack of maintenance; negligence; hammer marks; scratches, marks or dents caused by furniture, pets' claws or high-heeled shoes; wear or damage caused by grit, sand or other abrasive materials; lack of adequate prevention or protection as well as extreme environmental conditions. In addition, a defect must involve more than 10 % of the total floor area to qualify for warranty coverage. Mitis cannot guarantee its finishes against dulling due to normal wear.

Discoloration resulting from exposure to sunlight is a natural phenomenon and is consequently not covered under warranty. To protect hardwood floors, it is recommended that felt pads be placed under furniture legs and that rugs be placed in entrances or in areas subject to humidity. Loss of sheen is not considered a defect and is not covered by warranty. Finishing products applied to the floorboards do not make the wood harder or more resistant to impacts or compression.

## WARRANTY CONDITIONS

This warranty applies only to pre-finished hardwood flooring installed and used strictly and exclusively for residential and light commercial applications, excluding any industrial use. In addition, flooring must be installed according to the guidelines and recommendations set out in the installation and care guide. To qualify for warranty coverage, installation must be completed by a professional specialized installer duly recommended by an authorized dealer. This warranty does not cover damage sustained during transportation, storage, installation or by any other cause that is not attributable to the product that is the subject of this warranty, as stipulated above. The responsibility of Mitis is limited to reinstalling, refinishing or replacing defective products, at the discretion of Mitis, if the warranty applies. The warranty covers only defective products in excess of 5 % of the total quantity of floorboards purchased by the client, not including losses resulting from trimming floorboards during installation. This 5 % margin includes natural wood imperfections as well as manufacturing defects. Mitis will replace only the number of defective products in excess of this 5 % industry-standard allowance. However, the responsibility of Mitis is limited solely to replacing or repairing, at its discretion, defective products; the warranty does not cover labour costs and transportation costs or other expenses incurred as a result of a covered defect.

## WARRANTY EXCLUSION

This warranty applies only to the original purchaser of a product and cannot be transferred in any way whatsoever. When making a claim, a receipt or other proof of purchase is required. This warranty specifically excludes and replaces any other warranties related to the product, including the legal warranty in jurisdictions where exclusion of such warranty may be provided for by law. Under no circumstances may a product buyer exercise any right or recourse whatsoever against Mitis, except as specifically provided for in and according to the provisions of this warranty. Merchandise sold "as is" is not covered by the products warranty.

## PRE-INSTALLATION CONSIDERATIONS

When ordering hardwood flooring, an additional material allowance corresponding to 4 to 6 % of the surface area to be covered (depending on the site and type of installation) should be ordered to compensate for cutting and trimming losses. In addition to installing a hardwood floor, wallboard joints must be dry and the heating system must be installed. In addition, the house must have been heated for at least one week at 22°C (72° F) and basement concrete must have dried during a minimum period of thirty (30) days before installation. Measure the moisture content on the subfloor using an approved moisture meter. It should be between 6 and 11 %. If the moisture content is too high, heating should be increased and basement windows should be opened slightly. If it is too low, a humidifier should be used. For floorboards up to 3 1/4" wide, flooring should not be installed when the moisture content of the subfloor and the floorboards differs by more than 4 %. For floorboards of 3 1/4" wide and more, flooring should not be installed when the moisture content of the subfloor and the floorboards differs by more than 2 %. Floorboards must be inspected by the installer before installation. All floorboards nailed down (installed) shall be considered as having been accepted by the installer and/or the homeowner and, as such, may not be the subject of a claim under this warranty for manufacturing, grading or finishing defects. If the choice of grade or product quality is unsatisfactory, installation should be halted and the dealer or distributor should be contacted immediately. Floorboards with an apparent defect should be set aside and will be considered as part of the industry-standard 5 % allowance for imperfect wood. In addition, floorboards should be acclimated to the conditions of the room where they are to be installed for seventy two (72) hours before installation, with relative humidity levels maintained between 40 and 55 %.

## DISCLAIMER AND EXCLUSION OF LIABILITY

Mitis shall not accept any claim regarding products already installed. The installer must be able to assess wood quality (grade and milling) and to arrange boards with various shades according to the natural variations of the selected species and grades. Mitis shall not be held responsible for errors resulting from bad judgment on the part of the installer. Minor differences between samples and installed floorboards are normal and not considered defects. Under the terms of this warranty, Mitis shall not be liable and shall not pay any compensation for 3/4" thick solid hardwood flooring that is glued down or installed in basements, on concrete floors or in rooms with radiant floor heating, except for 2 1/4" wide solid hardwood flooring that is glued down according to Mitis recommendations (see installation guide). Boxes of floorboards provided by Mitis have been stored in heated and well-ventilated warehouses.

For this reason, it is important not to transport boxes under rainy or extremely wet conditions and not to store them in inadequately heated or ventilated buildings. Wood is a living material that continually reacts to its surrounding environment. Certain factors (e.g., inappropriate humidity levels, improper installation, improper handling, lack of acclimatization, etc.) may cause some floorboards to split and/or crack. For the warranty to apply, such splits and/or cracks must be apparent at the time of installation and the affected boards set aside to be replaced if the amount exceeds the 5 % industry standard. No warranty shall apply to floorboards once they are installed, because splits and/or cracks may result from various external factors entirely beyond the control of Mitis.

## CLAIMS PROCESS

If you wish to file a claim under this warranty, please contact the Mitis authorized dealer where you purchased your flooring. If the dealer is no longer in business and therefore unable to resolve the problem, please contact our offices at 1081, rue Industrielle, P.O. Box 4, Mont Joli, Quebec, G5H 3K8 or by telephone at 418-7755360. We will send you a claim form that must be completed and returned to us. Claims must be received by Mitis no later than six (6) months after the first appearance of a defect. Mitis reserves the right to inspect defective products within a period of thirty (30) days following receipt of claims. No alteration, repair or replacement may be carried out during this thirty-day period. Failure to comply with this stipulation will void the warranty. No Mitis distributor, dealer, installer, agent, salesperson or representative is authorized to modify the conditions or duration of this warranty in any way whatsoever. For all returns not covered by this warranty, a 25 % fee and shipping charges will be billed.

## PRE-OILED WARRANTY

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### STRUCTURAL WARRANTY

This warranty covers profiling and edge defects and applies to all fabrication defects. A 5 % margin of imperfection is considered to be acceptable by industry standards and therefore variations within that standard range will not be construed as structural defects for the purpose of this warranty. The responsibility of Mitis under this warranty is limited only to the repair or replacement of defective material as they deem necessary to satisfy the complaint. If material replacement is necessary, there will be no allowance for labor costs. The final responsibility for inspection and acceptance of materials prior to installation lies with the homeowner and/or the installer.

#### LIFETIME WARRANTY SUBJECT TO RECOMMENDATIONS

THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT. IT IS NOT TRANSFERABLE. THE ORIGINAL PURCHASER MUST KEEP THE ORIGINAL SALES RECEIPT OR ANOTHER PROOF OF PURCHASE.

Mitis will not accept claims for already installed flooring with obvious defects.

Mitis cannot be held responsible for damages caused by water, furniture marks, pet damage or natural disasters.

Mitis will not accept claims resulting from faulty handling, non-adherence to recommended preparation or poor storage practices. If a buyer employs a third party to install the flooring, that buyer is responsible for the judgment of that party. Mitis cannot be held liable for any faults resulting from the decisions or actions of the installer. Before installing any board, the installer must inspect and accept that plank. Any board installed will be considered as accepted by the installer and/or the buyer and cannot be the subject of a warranty claim for manufacturing or classification defect.

Mitis cannot guarantee its wood shades against discoloration resulting from exposure to sunlight. This is a normal process with all wood flooring and will not be considered as a product defect. In addition, this warranty is considered void if the floor is maintained by or refinished by products not recommended by Planchers Mitis.

Because wood is a natural product, all boards will expand and contract according to the moisture content of the wood and the relative humidity in the environment. Therefore, slight gaps between floorboards may appear in spite of proper installation. This is a natural phenomenon and is not subject to any warranty. Maximum stability can be attained by climate control of relative humidity between 40 and 50 %. Therefore, the buyer cannot under any circumstance bring whatever right or recourse against Planchers Mitis, no matter what the nature may be, except for those which are specifically provided for in the current warranty and to the conditions provided.

