



# SOMERSET LIMITED WARRANTIES

## OUR COMMITMENT TO THE CUSTOMER

### SOMERSET COMMITMENT

Somerset Hardwood Flooring produces many products to appeal to a wide variety of customer tastes and needs. The limited warranties described herein extend to the original purchaser and are SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS, EXCLUSIONS, AND PROVISIONS SET FORTH HEREIN. These limited warranties cover only approved applications as recommended by Somerset Hardwood Flooring and are effective on hardwood flooring purchased after June 1, 2020. Refer to [www.somersetfloors.com](http://www.somersetfloors.com) for current applicable warranty, installation, and floor care information.

#### Lifetime Structural Integrity Limited Warranty

Somerset warrants, to the original purchaser (cannot be assigned or transferred), that its first quality products, in their original manufactured condition, will be free from manufacturing defects in milling, dimension, and grade for the lifetime of the floor. Somerset SolidPLUS® engineered products are warranted against de-lamination of the plies due to bond line failure. This limited warranty does not cover seasonal expansion and contraction of wood flooring.

#### SOMERSET PRODUCTS PURCHASED ONLINE ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

Somerset advocates the Internet as one resource for product information, a means of locating dealers in a given area, etc. However, Somerset believes our products and our customers deserve and expect services best provided by local retailers, including expertise at the point of sale, installation, and service after the sale. Therefore, Somerset does not sell its products over the Internet and has not authorized its products be sold over the Internet. This warranty does not apply to any Somerset product purchased over the Internet. Any and all warranties specifically offered by Somerset on any of its products are void as to any product purchased over the Internet. Somerset will not honor any claim for any product purchased over the Internet, nor will Somerset accept returns of such materials.

Somerset's Internet policy does not allow the use of our trademark, links, photography, or representations of our product in association with posted pricing, product on sale, allusion to pricing, or any prompt to call for pricing, or call for freight quote, with intent of selling product online. Dealers who improperly offer Somerset products for sale online may be subject to the loss of access to Somerset products and may be noted as an unauthorized dealer. Continued unauthorized use of Somerset's trademarks and images may be subject to legal action.

#### 50-Year Finish Wear Layer Limited Warranty: Hand Crafted, Color Strip, Homestyle, High Gloss, Classic, Character, Specialty, Wide Plank, Color Plank, Classic Character, and Traditional Collections.

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 50 years from the original date of purchase on all factory-finished products in the aforementioned collections when installed under normal residential traffic conditions.

#### 15-Year Finish Wear Layer Limited Warranty: TruOAK and Builder Grade Products.

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 15 years, from the original date of purchase, on all prefinished products sold by Somerset as TruOAK or Builder Grade™ when installed under normal residential traffic conditions.

#### 5-Year Light Commercial Finish Wear Layer Limited Warranty: Hand Crafted, Color Strip, Homestyle, Classic, Character, Specialty, Wide Plank, Color Plank, Classic Character, and Traditional Collections.

Somerset warrants, to the original purchaser, that the factory finish will not wear through or separate from the wood for 5 years from the original date of purchase on all factory-finished products in the aforementioned collections. Light commercial applications include such areas as business offices and retail shops. "Wet areas" such as commercial kitchens, hair salon chair stations, etc. are not considered "light commercial".

#### Cabin Grade / Utility Grade Flooring

Cabin / Utility Grade flooring is sold as is. No warranties apply to cabin, utility, or any grades or products not expressly included in the limited warranty document.

#### Floor Care

See Floor Care section @ [www.somersetfloors.com](http://www.somersetfloors.com)  
We recommend Somerset Floor Care products to maintain the beauty of your floor. The use of other products may

damage your Somerset floor and void the limited warranty. Oil soaps, vinyl maintenance products, ammonia based products, polishes/waxes, furniture polishes, vinegar solutions, and steam mops are specifically not recommended.

### **Somerset Limited Warranty Exclusions**

The color and grain variations created in a living tree are like all of nature—never repeated. These natural characteristics include mineral streaks, knots, and other variations, which are not considered defects. Due to this infinite natural variety, actual flooring delivered **will** vary from physical samples, printed brochures, online photography (screen settings vary widely), etc.

Hardwood flooring will undergo color changes due to the effects of natural and artificial light; these changes are not covered by the warranty. Color and gloss variations resulting from any addition to a pre-existing installation at a later date are outside Somerset's control and thus cannot be warranted. Area rugs and furnishings often shield the floor from light resulting in uneven aging. These color changes also preclude matching new flooring to previously installed flooring.

Because Somerset hardwood flooring is a natural product, it will expand and contract due to seasonal changes. This is not a product defect.

Somerset hardwood flooring can be warranted only when installed and maintained under a continuous climate controlled interior environment. That includes maintaining a temperature range between 60 degrees and 80 degrees Fahrenheit, and 30% to 50% relative humidity. The original owner agrees to provide proof of compliance with these conditions if a claim is filed.

**SOMERSET SPECIFICALLY EXCLUDES ANY WARRANTIES BEYOND THOSE DESCRIBED HEREIN.** Without limitation, this would exclude warranties for indentation, scratching, damage caused by misuse, negligence, accidents, fire, insects, pets, shoes (particularly high heels), rocks, sand, other abrasives, improper storage/handling, maintenance issues, furniture (chair legs or casters), appliances, mobility-aid devices (such as walkers, canes, scooters, and wheelchairs), and misuse or improper alterations of the original manufactured product. Misrepresentations of Somerset products by other parties including retailers, installers, and contractors are excluded. Issues of workmanship by the installer are outside Somerset's control and cannot be covered. Failure to follow Somerset Installation Guidelines will

void this warranty. The customer agrees to provide proof of compliance with all applicable installation guidelines when a claim is filed. Movement or damage due to moisture changes, deficiencies of the underlying structure, construction methods or materials, plumbing issues, other trades, and weather or natural disasters and acts of God is excluded. Cupping or crowning, changes in width, thickness, and length, checking/splitting, etc. are all moisture related issues. Finish damage from any tape applied to the finished surface of Somerset Hardwood Flooring is excluded.

Somerset **solid** hardwood flooring **MUST NOT** be installed over in-floor radiant heating systems and any such installation is excluded from any warranty coverage. Somerset SolidPLUS® flooring may be used over in-floor radiant heat systems when installed and maintained in full compliance with current NWFA Guidelines regarding radiant heat applications.

Warranties described herein apply to Somerset flooring only—any molding and trim items that may be purchased to complete your floor are excluded and are not warranted by Somerset Hardwood Flooring.

Acceptability of any Somerset hardwood flooring irregularities shall be based on the standards for such evaluations established by the National Wood Flooring Association (Technical Publication C-200), which include viewing the floor from a standing position and under ambient lighting conditions. Glare from a direct light source must not be used during evaluation.

Consequential or incidental damages are also excluded, including but not limited to labor, loss of use of flooring or facilities/equipment, loss of profit or revenue, downtime, etc.

DIY (amateur) Installations of Somerset product (if purchased thru normal retail channels - not online) remain eligible for warranty protection, but must comply fully with professional industry standards of practice (NWFA and Somerset guidelines) including moisture testing, documentation, etc.

### **INSTALLATION OF ANY FLOORING CONSTITUTES ACCEPTANCE OF GRADE, MILLING AND FINISH**

"It is the responsibility of the installer and/or the buyer and/or the end-user to ensure that the wood flooring meets their expectations for visual appearance and manufacturing quality prior to installation" (NWFA Installation Guidelines, Page 27). In addition, the Uniform Commercial Code provides that goods with easily ascertainable defects must be immediately

rejected by the buyer or they will be deemed to have been accepted.

**SPECIAL NOTE:** Certain Somerset flooring Collections feature natural character markings as part of the intended look and style of the flooring. Purchase of this flooring implies that natural character is expected and accepted. It is the responsibility of the installer to CONFIRM PRIOR TO INSTALLATION that the flooring is of satisfactory appearance, including any variations when mixing widths and/or products of different run dates. Once installed, Somerset will not honor any claims concerning the appearance of the floor. Gloss reduction is not considered a finish failure.

This writing is the complete and exclusive statement of the limited warranty, and is in lieu of all other expressed and/or statutory warranties. Somerset assumes no liability for incidental or consequential damages. However, some states do not allow the exclusion of limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights and you may have other rights as they vary from state to state.

The language in this Limited Warranty shall be construed according to the laws of the state of Kentucky without regard to its choice of law provisions. Any lawsuit regarding any breach of any limited warranty must be brought in Fayette Circuit Court, Fayette County, Kentucky. However, before filing any action, the parties must make a good faith effort to settle their differences. If they are unable to settle their differences, they will submit the dispute for mediation in Fayette County, Kentucky. If they are unable to resolve the dispute by mediation, either party may file an action against the other thirty days after the mediation has failed or the mediator declares an impasse.

If they are unable to resolve the dispute by mediation, any one of the disputants may require the other parties to submit the dispute to arbitration. Such arbitration shall proceed in Fayette County, Kentucky and in accordance with the arbitration rules of the American Arbitration Association then pertaining. The costs and fees of the arbitration, including attorneys' fees of the parties, shall be allocated by the arbitrators. The award rendered by the arbitrators shall be final unless proven to be in manifest disregard of law, arbitrary and capricious, or completely irrational and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

In the event of any action or proceeding to declare any disclaimer of any warranty invalid, the prevailing party or parties shall be entitled to recover his, her, or its reasonable attorneys' fees and other costs, in addition to any other relief that may be granted.

#### Claims Information

In the unlikely event that any portion of your Somerset floor should fail with respect to the provisions of the limited warranties, Somerset Hardwood Flooring, at its sole option, to the original purchaser, will repair, refinish, or replace such portion at no cost to you with the same product or one of equal value. Any replacement flooring provided in resolution of a claim will only be supplied from Somerset's current product offering. If Somerset is not able to correct the failure after a reasonable number of attempts, Somerset will refund, if requested, the purchase price for that portion of the floor that fails.

To file a claim, first contact the Somerset retailer where the original purchase was made. If the retailer is unable to satisfy the claim, contact by letter Somerset Hardwood Flooring, P.O. Box 1355, Somerset, KY 42502, Attn: Claims Department. Claims must be filed within the warranty coverage period and including documentation verifying date of purchase, specific Somerset item purchased, and full compliance with all installation and floor care guidelines. Somerset Hardwood Flooring reserves the right to have a representative designated by Somerset inspect the floor and collect samples for analysis [possibly including destructive testing]. Any attempt to repair, replace, or refinish prior to Somerset having the opportunity to inspect and approve corrective action will void this limited warranty.