

Limited Warranty



Forest Brand Floors, Inc. |

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Louisville, KY 40219-1314 |

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Limited Warranty

Forest Brand Floors, Inc. ("FBF") warrants that the Forest Brand Floors flooring will be free from manufacturing defects. No other warranty is made or otherwise provided.

This Limited Warranty is applicable solely to products manufactured by FBF, except for flooring that is sold "as is".

This Limited Warranty extends only to the original purchaser and the original installation site. It is not transferable.

Further this Limited Warranty only applies if the flooring has been installed in strict compliance with the installation instructions provided with the product.

Proof of purchase and a completed claim form are required to verify all warranty claims.

The purchaser shall provide, upon request by FBF, access to inspect and test any flooring to which this Limited Warranty applies.

Limited Warranty Exclusions

- Wood is a natural product containing natural variations in color, tone, and graining. FBF does not warrant against natural variations in color, mineral streaks, small knots, and grain variations from plank to plank. Nor does FBF warrant against natural variations, color, gloss level, or u.v. discoloration between samples/ models and installed flooring.
- This Limited Warranty does not cover conditions or defects, including without limitation buckling caused by improper installation, the use of improper adhesives, inadequate, uneven or irregular subflooring or improper sub-floor preparation.
- This Limited Warranty does not cover gapping of planks, construction related damage, planks that have been installed with obvious visual defects, nor noises, such as popping, cracking or squeaking.
- This Limited Warranty does not cover normal wear and tear and wearing or aging of the finish, pivots points and seating areas.
- This Limited Warranty does not cover fading or discoloration from heat, sunlight or other source.
- This Limited Warranty does not cover conditions caused, brought about or hastened by improper use or maintenance, such as:
 - loss of gloss or dulling due to build-up
 - marks, scuffs, scratches, gouges, dents or cuts, including without limitation, those caused by pets, children, etc.
 - damage caused by leaking or broken plumbing, moisture infiltration from side walls or any other source or humidity or the lack thereof.
 - damage caused by any person.
 - damage caused by burns, flooding, fires, and accidents or incidents.
 - damage caused by abuse (i.e., dragging objects across the floor without proper protection).
 - wear and tear caused by pebbles, sand, and other abrasives.
 - failure to install or use floor protectors on furniture and furnishings.
 - alterations to flooring.
 - poor workmanship or failure to follow directions in the process of installation.

Obligations under Warranty

FBF's sole obligation under this Limited Warranty shall be to repair or provide flooring planks to replace the actual planks that failed to meet the warranty.

FBF shall not be responsible for any cost associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, removing or damage to moldings, wallcoverings, paint, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO IMPLIED OR EXPRESS WARRANTIES MADE BY FBF COVERING THE FLOORING OR OTHERWISE. FBF ASSUMES NO RESPONSIBILITY BEYOND PROVIDING REPLACEMENT FLOORING TO SATISFY THE WARRANTY CLAIM. IN NO CIRCUMSTANCES SHALL FBF BE LIABLE FOR ANY CLAIMS OF ANY KIND MADE BY ANY THIRD PARTIES.

THE FLOORING SHALL BE INSPECTED CAREFULLY BY THE PURCHASER PRIOR TO INSTALLATION FOR COLOR, FINISH, QUALITY, STYLE ORDER, ETC.. THE PURCHASER VERIFIES THAT THE FLOORING IS THE CORRECT MATERIAL. IF THE FLOORING IS NOT ACCEPTABLE, THE PURCHASER SHALL CONTACT THE SUPPLIER IMMEDIATELY. FBF DECLINES RESPONSIBILITY FOR ANY CLAIM AND/OR COSTS INCURRED ONCE THE FLOORING HAS BEEN INSTALLED.

DISCLAIMER OF WARRANTIES

FBF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON ANY OF THE FLOORING SOLD EXCEPT AS SET FORTH ABOVE AND SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO SUPPLIER OR OTHER PERSON OR ENTITY SHALL HAVE THE RIGHT, POWER OR AUTHORITY TO EXTEND THIS LIMITED WARRANTY IN ANY FASHION WHATSOEVER ON BEHALF OF FBF.

LIMITATION OF REMEDIES

IF ANY WARRANTY (WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE) EXISTS WITH RESPECT TO THE FLOORING COVERED BY THIS LIMITED WARRANTY, THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE WARRANTED FLOORING SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER. IN THE EVENT THAT REPAIR OR REPLACEMENT IS AN INEFFECTIVE REMEDY, PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS THE RIGHT TO RECOVER ANY AMOUNT NOT TO EXCEED IN ANY EVENT THE AMOUNT PAID TO FBF FOR THE FLOORING. EXCEPT FOR SUCH REPAIR, REPLACEMENT OR REFUND, FBF SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE OR DAMAGE CAUSED BY OR RELATED TO ANY DEFECT, WHETHER SUCH CLAIM IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS OR OTHERWISE. FBF SHALL NOT BE LIABLE IN ANY EVENT OR CIRCUMSTANCE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY SORT. THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY AND ANY FEDERAL LAWS OF THE UNITED STATES OF AMERICA.

