

TUFF WOOD

WARRANTY



ULTIMATE PERFORMANCE
PROTECTIVE FINISH

Installer and/or owner responsibilities

Floor boards from the Tuff Wood Collection are manufactured by Mercier Wood Flooring and are made from natural materials that may have inherent imperfections. The industry standard is a 5 % margin of error for natural and manufacturing imperfections. The following responsibilities are incumbent on the owner, even if they are absent at the time of installation.

Prior to installation, the installer and owner must ensure the installation site and subfloor comply with the conditions specified in the Mercier Installation Guides and Technical Bulletins. **The installer and the owner are responsible for inspecting the flooring prior to installation.**

The installer must select floor boards in a reasonable manner and, if necessary, discard, install in an inconspicuous location, or cut boards with irregularities, regardless of the cause. Mercier Wood Flooring or Michael Halebian & Co cannot be held responsible for errors in judgment made by the installer or for improper installation of the flooring. **Once a board has been installed, it is deemed accepted by both the installer and the owner, even if the owner was not present at the time of installation.**



ULTIMATE PERFORMANCE
PROTECTIVE FINISH

livUP finish warranty

Manufacturer “Mercier Wood Flooring Inc.” warrants to the original purchaser of the floor that the livUP Greenguard Gold certified finish will resist complete wear and peel for a period of:

50^{years}
warrantied

from the purchase date **for normal residential use***.

10^{years}
warrantied

from the purchase date **for light commercial use.**

Light commercial use includes installation in commercial buildings **without direct outdoor access**, such as offices, conference rooms, and stores in shopping centers. Floors installed in restaurants are not covered under the 10-year warranty.

3^{years}
warrantied

from the purchase date for commercial use when installed in commercial buildings **with direct outdoor access**, including restaurants.

*The 50-year warranty covers floors sold from January 1, 2020.

Wear must affect at least 10 % of the total area of the installed flooring. Variations in color and gloss level are normal and are excluded from the warranty. **All commercial or light commercial projects of 2,000 sq. ft. or more must be approved in advance by Michael Halebian & Co or the Mercier Wood Flooring Technical Service Department prior to installation in order to be eligible for the limited finish warranty.**

Structural lifetime warranty on wood boards

Mercier Wood Flooring Inc. grants the original purchaser of Tuff Wood flooring a lifetime warranty on the structural integrity of the wood flooring boards. This warranty is contingent on compliance with the required environmental conditions, including maintaining a relative humidity level of 30 % to 65 % for Engineered floors.

Because wood boards are made entirely of natural material that reacts to its environment, variations in product dimensions, which can lead to gaps between the boards, cupping, and the development of post-installation splits and checks, are due to environmental factors. Therefore, they are not covered by this warranty.

Clause regarding Authentic grade products only

Prefinished Authentic grade Mercier flooring has specific characteristics that may be apparent at purchase or appear over time. **These characteristics are part of the product and are not covered under the warranty:**

- Thickness may vary in places
- Finish may crack or sag around character marks
- Boards may contain open knots and holes (including worm holes)
- Boards may contain splits and checks
- Character marks may become more prominent
- Open marks may sag

Mercier's obligations

Under the terms of this warranty, manufacturer "Mercier Wood Flooring Inc." (hereinafter called Mercier) is liable for only one of the following actions, at its discretion and to the exclusion of any other compensation:

- i. Provide material to replace defective floorboards only (excluding labor, accessories, and any other related costs)
- ii. Provide compensation equivalent to the cost of refinishing the floor in the room where the finish has completely worn off¹

Only boards with manufacturing or natural defects exceeding the 5 % margin of error (industry standard), excluding cut loss, are covered under the warranty.

Exclusions

Mercier Wood Flooring Inc., as the manufacturer of the flooring, bears no responsibility under the terms of the warranties for any of the above-mentioned finishes and will not pay any compensation for:

- i. Any damages other than those listed in the Mercier's obligations section, including but not limited to loss of use of space, moving costs, hotel costs, and loss of time or goods;
- ii. Installed flooring that does not comply with the technical specifications listed in the Mercier's Installation Guides, Technical Bulletins and Technical Spec sheets;
- iii. Product defects resulting from improper storage or transportation;
- iv. Claims made without sufficient evidence that Mercier's maintenance instructions were followed;
- v. Damage caused, in whole or in part, by misuse, abrasive substances, dropping or rubbing objects on the floor, moving furniture with or without casters, high heels, hammering, scratching, or any other use that is not considered normal;
- vi. Damage caused, in whole or in part, by factors including but not limited to fluctuations in the moisture content of the wood, extreme flooding, heat, humidity, or dryness; natural disasters, lack of heating, insect infestation, and stains or scratches caused by pets;
- vii. Repairs carried out without prior written approval from Mercier;
- viii. Replacement of boards with defects that were detectable when the flooring was installed;
- ix. Wood oxidation or discoloration;
- x. Any changes in the product other than completely worn off finish;
- xi. Shipping and handling costs;
- xii. Claims made without the original purchase invoice;
- xiii. Slight color variations between the sample and the flooring;
- xiv. Floors that have not been maintained at the required humidity level, meaning from 30 % to 65 % for engineered products and at approximately 68°F (20°C) at all times;
- xv. Any product damage caused by improper use of the recommended tools;
- xvi. Any non-measurable product deformation or the appearance of lines or lighter sections visible only from a specific angle or under a specific lightning;
- xvii. Cracking noises, cupping, or telegraphy in floors that are in use;
- xviii. Claims made by anyone other than the original buyer;
- xix. Products that have not been paid in full;
- xx. Boards with cracks or splits that appear after the installation;
- xxi. For any product purchased through a website or unauthorized Mercier retailer.
- xxii. For any use of products or maintenance methods that do not comply with the recommendations of the Mercier maintenance guide.

The structural and finish wear warranty is limited to ten (10) years for residential rental use.

¹Subject to the rate set by Mercier Wood Flooring.

Applicable law

This warranty is governed exclusively with the laws of the province of Quebec.

Claim process

During the warranty period, the owner must first contact the distributor, Michael Halebian & Co., at 1-800-631-4115 as the primary point of contact for any claim related to Tuff Wood flooring. The owner must provide a copy of the purchase invoice within six (6) months after the issue has been discovered.

Mercier Wood Flooring Inc., as the manufacturer of Tuff Wood flooring, reserves the right to have any floor subject to a claim inspected by a designated representative authorized to take samples for analysis purposes.

Normal environmental conditions

“Normal environmental conditions” means that a heating, ventilation, and air conditioning (HVAC) system has been installed and is operating to maintain a temperature of approximately 68°F (20°C) and a relative humidity of 45 %.

Site preparation and floor maintenance

For a full description, please refer to the manufacturer’s Installation Guides, Technical Bulletins, and Maintenance Guide.

- The subfloor must be structurally sound and solidly attached to the floor joists using flooring screws.
- The moisture content of the subfloor must never exceed 12 %, and the difference in moisture content between the subfloor and the flooring must not exceed 4 % the internal moisture of the floor boards, which is between 6 % and 9 %.
- The subfloor must be level, as specified in the applicable product installation guide.

Failure to follow the maintenance instructions may void your warranty.

- Use a vacuum to remove day-to-day abrasive substances that could damage your floor, such as sand, glass, gravel, etc.
- Clean your floor with a recommended wood floor cleaning product.
- Water is wood’s worst enemy. Never wash your floor with large amounts of water or a steam cleaner.
- Stiletto heels are not recommended on wood floors as they can mark the surface of the floor.
- We recommend avoiding exposure to direct sunlight or bright lighting. Although Mercier products contain a non-yellowing protection, repeated exposure can alter the floor’s original appearance.

For more information or product support, please contact the distributor, Michael Halebian & Co., who will be happy to assist you.