



USA
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Limited Warranty

Tongue & Groove 15mm and 18mm Products:

Estate and Estate Wide Collections

Limited Warranty

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Limited Warranty

Subject to the terms of this Limited Warranty (this “Warranty”), Kährs International, Inc (“Kährs” or “we”) provides to the original end-user purchaser (the “Purchaser” or “you”) of the 15mm Kährs T&G Estate collection of wood flooring and the 18mm Kährs T&G Estate Wide collection of wood flooring, for the applicable Warranty Period as defined in the chart below: the Visual Appearance Warranty, the Limited Structural Warranty and the Wear-Through Warranty.

Warranty Type	Warranty Period
Visual Appearance Warranty	Prior to installation but no later than sixty (60) days after delivery
Limited Structural Warranty* <i>(*not applicable for moldings)</i>	<i>Flooring Costs + Labor Allowance:</i> 1 Year, beginning on the date of delivery to the Purchaser (the “Initial Warranty Period”)
	<i>Flooring Costs (no labor allowance):</i> 25 Years , beginning on the date of delivery to the Purchaser
Wear-Through Warranty** <i>(**not applicable for moldings)</i>	25 Years , beginning on the date of delivery to the Purchaser

This Warranty is non-transferable and applies only to the original Purchaser and the original installation location. This Warranty applies solely to residential indoor use for personal, family or household purposes. Kährs offers a separate warranty that applies to commercial or industrial installations.

✓ Visual Appearance Warranty

Subject to the terms of this Warranty, Kährs warrants to you that, for the Warranty Period, each plank of Kährs Flooring and moldings will be free from visual defects in material and workmanship (the “Visual Appearance Warranty”).

If a visually defective plank or molding is identified **prior to installation**, Kährs will, as its sole responsibility, and the Purchaser’s sole remedy, replace the affected Flooring at no charge.

Installation of any Flooring plank or molding constitutes full acceptance of its visible appearance, color, grade, finish, dimensions, and condition by the installer and the Purchaser, even if the Purchaser is absent at the time of installation.

✓ Limited Structural Warranty

Subject to the terms of this Warranty, Kährs warrants to the Purchaser that during the Warranty Term, the Flooring shall remain free from Structural Defects in the Flooring resulting from Kährs' manufacturing of the Flooring (the "Limited Structural Warranty").

"Structural Defect" means a manufacturing-related failure of the Flooring's engineered construction, including delamination, separation of bonded layers, or failure of the Flooring's structural components. Structural Defects do not include finish defects, visual defects, normal wood movement, environmental effects, moisture-related conditions, installation-related conditions, or any other condition otherwise excluded under this Warranty.

If such a Structural Defect occurs within the Initial Warranty Period, Kährs will, at its sole option, and as its sole responsibility and the Purchaser's sole remedy, (i) repair the defective Flooring without charge for materials or labor, or (ii) replace the defective Flooring without charge for materials and provide a reasonable labor allowance to the Purchaser for installation costs.

If such a Structural Defect occurs on or after the Initial Warranty Period during the Warranty Period, Kährs shall as its sole responsibility and the Purchaser's sole remedy, replace the defective Flooring without charge for materials only; no costs for labor will be covered and no labor allowance will be provided to the Purchaser.

✓ Wear-Through Warranty



Wear-Through Warranty

15mm and 18mm ESTATE T&G Flooring

Subject to the terms of this Warranty, Kährs warrants to the Purchaser that, during the Warranty Period, the wear layer, which is the factory surface finish and the entire veneer of hardwood, will not wear through and expose the underlying structural core components of the Flooring, subject to the next paragraph (the "Wear-Through Warranty").

This Wear-Through Warranty applies only to qualifying areas affecting at least ten percent (10%) of the total installed surface area of the Flooring. Cosmetic surface wear, scratches, gloss reduction, dents, impressions, or other minor surface imperfections that do not expose the underlying structural core components shall not constitute wear-through under this Wear-Through Warranty.

If a breach of the Wear-Through Warranty occurs during the Warranty Period, Kährs will, at its sole option, and as its sole responsibility and the Purchaser's sole remedy provide replacement Flooring materials at no charge to repair or replace the affected Flooring; no costs for labor will be covered and no labor allowance will be provided to the Purchaser for the removal, repair or replacement.

IF THE ORIGINAL FACTORY-APPLIED SURFACE FINISH OF THE FLOORING IS SANDED, RESURFACED, MODIFIED, OR REMOVED AFTER INSTALLATION, THE REMEDIES UNDER THIS WEAR-THROUGH WARRANTY SHALL NOT BE AVAILABLE TO THE PURCHASER.

Limitations of Warranties

THERE ARE NO EXPRESS WARRANTIES ON THE FLOORING OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS WARRANTY. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY.



Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No retailer, installer, dealer, distributor, agent or employee has any authority to increase the scope or alter the terms or coverage of this Warranty.

Any Flooring resurfaced, repaired, or replaced under this Warranty is warranted only for the balance of the Warranty Period on the original Flooring that was resurfaced, repaired or replaced. In the event the original Flooring is unavailable, Kährs reserves the right, at its sole discretion, to provide a comparable product to replace the original Flooring.

Wood is a natural material subject to inherent variations in color, grain, texture, and aging characteristics. Accordingly, if the Flooring is repaired or partially replaced under this Warranty, Kährs does not warrant that the repaired, or partially replaced Flooring will be an exact match with the existing Flooring, regardless of whether the existing Flooring is or is not stained, natural, aged, or impacted by environmental exposure or use.

Exclusions

1. Costs Not Covered:

Unless otherwise specified in this Warranty, in the event Kährs repairs or replaces Flooring under this Warranty, or for any other reason, Kährs shall not be responsible for costs relating to or associated with:

- A. Jobsite preparation or removal of existing Flooring;
- B. Removal, reinstallation, resurfacing, recoating, refinishing, or replacement of surrounding flooring materials;
- C. Replacement or repair of subfloor materials, underlayments, moisture barriers, adhesives, moldings, trims, transitions, fasteners, supplies, or other materials consumed, damaged, or required in connection with the removal or replacement process; or
- D. Furniture movement, temporary housing, or removal, disconnection, reconnection, replacement, or reinstallation of appliances, cabinetry or countertops, plumbing, electrical work, or other fixtures.

2. Failures Not Covered

A. Improper Installation. Performance of the Flooring is highly dependent upon proper installation methods, site conditions, and subfloor preparation. Installation must be performed in strict accordance with the Kährs Installation Guides, found on www.kahrs.com, applicable industry standards, and local building codes.

Failure to install the Flooring in strict accordance with such instructions and standards shall exclude coverage under this Warranty for any resulting condition, damage, or failure.

In no event shall Kährs be liable for any installer error, lack of skill, negligence, misuse of tools or materials, poor workmanship, failure to inspect Flooring prior to installation, or other acts or omissions of the installer, contractor, builder, or homeowner.

Installation of permanently fixed cabinetry, countertops, islands, or similar built-in fixtures over glued down or nailed down Flooring is permitted and does not, by itself, void otherwise applicable warranty coverage under this Warranty.

For installations over a **radiant heat system**, only **hydronic** radiant heat systems are approved for warranty coverage. Kährs recommends Estate Oak products for use over radiant heat systems. Hickory, Beech, and Maple products are not recommended and are excluded from warranty coverage when installed over radiant heat systems.

B. Improper Maintenance and Inadequate Care. Maintenance must be performed in accordance with the Kährs Floor Care Guide found on www.kahrs.com. Maintenance that is not performed in accordance with the Kährs Floor Care Guide, including but not limited to use of wet mops, excessive water, steam cleaners, abrasive cleaning methods, or improper cleaning products, may damage the Flooring and any resulting condition, damage, or failure shall be excluded from coverage under this Warranty.

C. Abnormal Environmental Conditions. Kährs Flooring is warranted under this Warranty only under normal residential use conditions. The indoor environment must be maintained within a Relative Humidity range of 30% to 60% and a Temperature range of 55°F to 85°F.

Exposure to environmental conditions outside the recommended tolerances, including but not limited to excessively high or low relative humidity, excessive dryness, excessive heat, rapid environmental fluctuations, lack of climate control, condensation, or excess moisture may directly or indirectly cause damage to the flooring and regardless of cause or source, such damage is not covered by this Warranty.

D. Misuse, Abuse, Accident, or Use Inconsistent with Kährs Guidance. This Warranty does not cover damage or failure caused directly or indirectly by misuse, abuse, neglect, accident, or use inconsistent with our Kährs Installation Guides or Kährs Floor Care Guide, found on www.kahrs.com, including, without limitation, staining, scratching, scuffing, gouging, denting, chipping, impact damage, damage caused by heavy objects or concentrated loads, furniture movement, pet damage, burns, extreme heat, or other physical abuse.

This Warranty further does not cover any damage arising from moisture or water exposure, including but not limited to wet mopping, excessive liquid application during cleaning, spills, leaks, broken or leaking pipes, appliance failures, plumbing issues, flooding, standing water, groundwater intrusion, high humidity, condensation, or any other source of moisture.

E. Alterations / Repairs. This Warranty does not cover any damage, defect, or failure caused directly or indirectly by alterations, repairs, modifications, or unauthorized work performed to any Kährs Flooring after delivery or installation.

F. Non-Designated Products. The Purchaser shall not be entitled to any remedy under this Warranty for any defect, damage, or failure caused directly or indirectly by the use, application, or installation of any product on or in connection with the Flooring that was not supplied, approved, or expressly designated by Kährs.

G. External Events / Force Majeure. This Warranty does not cover damage resulting from fire, smoke, storms, hurricanes, flooding, earthquakes, infestation, vandalism, construction defects, slab movement or failure, structural movement, or other external causes beyond the control of Kährs.

H. Moldings are covered by the “Visual Appearance Warranty” only for the applicable Warranty Period, which is limited to any manufacturing defect found upon receipt and/or prior to installation, but no later than sixty (60) days after delivery. There is no coverage for moldings under the Limited Structural Warranty or the Wear-Through Warranty.

3. Variations Not Covered

Wood is a natural material. Variations in color, gloss, grain pattern, mineral streaks, character markings, and texture are inherent characteristics of wood flooring and are not manufacturing defects.

A. Color Changes and Variations. Installed Flooring may naturally change color over time. Exposure of all or any portion of the installed Flooring to direct sunlight, UV light, or intense artificial light may cause fading, darkening, yellowing, warming of tone, oxidation, or other natural variations in color and appearance over time. Such changes are not defects and are not covered under this Warranty.

Prolonged or excessive direct sunlight exposure may also contribute to surface drying, movement, or other related conditions, all of which are not defects and are not covered under this Warranty.

B. Cloudy White Spots. Cloudy white spots or hazy areas that may occasionally develop after installation in certain wood species, including Brazilian Cherry and Doussie, are a natural wood-related occurrence and not a manufacturing defect. Such conditions may be associated with the species' natural oils, extractives, gums, or resins, environmental influences, interaction with finish components, or normal aging characteristics. Accordingly, these visual changes are not defects and are not covered under this Warranty.

Liability Limitations

UNDER NO CIRCUMSTANCES, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, SHALL KÄHRS BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Without limiting the generality of the foregoing, Kährs specifically disclaims any liability for property damages, penalties, loss of use, business interruption, downtime, relocation, cost of capital, cost of substitute products, or for any other types of economic loss.

The total liability of Kährs and the authorized dealer with respect to the Flooring and services provided to the Purchaser under this Warranty shall not exceed the original purchase price paid by the Purchaser for the Flooring.

Some states do not allow the exclusion or limitation of incidental, special, indirect or consequential damages; so the above limitation may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Making Warranty Claims

To initiate a warranty claim, the Purchaser must notify the authorized dealer in writing, provide proof of purchase to the authorized dealer, provide photographs together with a written description of the claimed defect, permit reasonable access for inspection by Kährs or its authorized representative of the Flooring and jobsite conditions, and take reasonable steps to prevent further damage after the condition becomes known.

Claims of a breach of the Visual Appearance Warranty must be reported prior to installation and no later than sixty (60) days after delivery. Installation of any visually defective material shall constitute acceptance of its condition.

All other claims of defects must be submitted within six (6) months after the date the defect first became known or reasonably should have been discovered. Flooring must not be removed, altered, repaired, or replaced prior to inspection by Kährs or its authorized representative unless emergency mitigation is reasonably necessary to prevent further damage.

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