



DIAMONDLIVING HARDWOOD COLLECTIONS Limited Warranty / Conditions / Exclusions

1. Limited Lifetime Structural Integrity Warranty

a. **DIAMONDLIVING HARDWOOD COLLECTIONS** come with a lifetime structural warranty. DiamondLiving, LLC, warrants that this engineered hardwood product in its original manufactured condition to be free from defect in material and workmanship to include only milling, assembly and dimension. DiamondLiving, LLC also warrants that this engineered hardwood floor will not warp, cup, buckle or delaminate when properly installed and maintained according to DiamondLiving's installation instruction procedures.

2. Limited 25 Year Finish and Wear Warranty

a. **DIAMONDLIVING HARDWOOD COLLECTIONS** come with a Limited 25 Year Finish and Wear Warranty. DiamondLiving, LLC warrants that its finish surface will not peel off or wear through for 25 years under normal residential wear and conditions.

b. Limited Warranty Conditions:

1. The Limited Warranty and Exclusions set forth herein apply only to **DIAMONDLIVING HARDWOOD COLLECTIONS**, hereafter referred to as "Flooring", purchased after June 25, 2008 and not covered under a future revision.

2. This Limited Warranty is not transferable and only applies to the original purchaser who must reside in and own the home where the Flooring was originally installed for residential use only.

3. **It is the responsibility of the purchaser and/or their installer to inspect Flooring BEFORE INSTALLATION. Prior to installation, Flooring determined to have any possible defect must be returned to the dealer with the original proof of purchase.** . At which time DiamondLiving, LLC, at its sole discretion, will either replace your Flooring material or return the purchase price paid to DiamondLiving, LLC for the Flooring material only. Thirty days after installation, all claims against Flooring except for structural integrity and finish or wear will not be accepted unless in DiamondLiving, LLC's sole discretion that the consumer, installer and retailer had no culpability in the failure of the Flooring system and the failure was in the manufacturing process.

4. This warranty does not cover the replacement or removal of cabinets, appliances, furniture, or other fixtures or any type of labor paid for by purchaser associated with Flooring. In its sole discretion, DiamondLiving, LLC may choose to reimburse some expenses but only in the first thirty days after installation.

5. This warranty does not cover freight.

6. This warranty does not cover any changes in color due to exposure to temperature, sunlight or weather.

7. This warranty does not cover failure due to structural changes in the sub floor, uneven subfloor or damage to the subfloor due to settling of the structure.

8. Flooring is designed to perform in 35%-65% humidity. Excessive or inadequate humidity is not covered by this warranty.

9. Affected areas that do not affect 10% or more of the room or are not visible are not covered by this warranty. To be visible, a normal person must be able to see the defect from 8 feet away in normal lighting conditions.

10. Perform moisture test and retain results for any future warranty claim. All damage caused by moisture is not a warranty claim and will be denied for any form of compensation. This includes but is not limited to bubbles in planks, delamination on ends of planks, swelling of planks, etc. Excessive moisture will cause the finish and stain to separate from the planks. This is not covered by this or any other Diamond Living, LLC Warranty. This type of claim should be filed with your homeowner insurance carrier.

11. Damage to the Finish Layer must be a complete loss of the wear layer or they are not covered by this warranty.

12. **Consumer must have the invoice/receipt for their Diamond Living, LLC hardwood flooring purchase and either the ends of the original box or the run number printed on the box to have a valid claim.** DiamondLiving, LLC uses the best hardwoods and stains available worldwide. Many lower quality manufacturers copy our designs, colors and construction. After installation, it is many times impossible to determine our product from other inferior products without a valid run number that is printed on every DiamondLiving, LLC box. **Therefore, a valid invoice/receipt and run number is required to have a valid claim.**

13. After installation and a valid claim has been established, if any plank fails to maintain its structural integrity or finish or wear during the warranty period, DiamondLiving, in its sole discretion, will replace it or return the purchase price of the Flooring material only.

14. For the limited Warranty to be valid, Flooring must be purchased from an authorized dealer. Please check to find an authorized dealer near you. If a dealer is removed as an authorized dealer, DiamondLiving, LLC, will honor all purchases from that dealer while he was authorized and will list the dates during which they were an authorized dealer. This precaution is to protect our purchasers as well as DiamondLiving, LLC. From time to time, DiamondLiving, LLC will sell trial or experimental quality flooring to unauthorized dealers to test new innovations in Flooring. **THIS TYPE OF FLOORING IS NOT COVERED BY THIS WARRANTY.** By purchasing from an authorized dealer, the purchaser is assured that the product is covered by this warranty and is not experimental or trial quality.

15. If DIAMONDLIVING chooses to replace Flooring that fails to meet the warranty, it will only be replaced one time. Replacement Flooring is not warranted to match in color, grain, and gloss with existing flooring.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, DIAMONDLIVING, LLC WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER WHAT THE CAUSE.

NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES.

NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EXCEPT AS SET FORTH HEREIN, THERE ARE NO EXPRESS WARRANTIES MADE BY DIAMONDLIVING, LLC COVERING THIS PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOUR STATE MAY GIVE YOU OTHER RIGHTS. NO ONE BUT THE CLAIMS DIRECTOR IN DIAMONDLIVING, LLC MAY ALTER THIS AGREEMENT OR CREATE A CONTRACT FOR DIAMONDLIVING, LLC CONCERNING A WARRANTY CLAIM.

C. Limited Warranty Exclusions:

The following items are not covered by your Limited Warranty:

1. No two pieces of wood are the same and therefore will not look the same. Wood traits such as but not limited to grain, color, shade, texture variations, mineral streaks, knots, etc. are natural as are variations from samples and are not considered defects under this warranty and are not covered. Wood naturally expands and contracts during the seasons and temperature changes. If minor separations occur, they are not covered. Noises such as but not limited to popping, crackling or squeaking are not covered by this warranty. Diamond Living, LLC warrants that all like colors are stained with the same color and quality of stain but due to the natural conditions that exist in wood flooring some planks from the same boxes may not have the same gloss level or exact color. **IT IS THE CONSUMER'S, INSTALLER'S, AND RETAILER'S DUTY TO INSPECT THE PLANKS BEFORE THEY ARE INSTALLED. DIAMONDLIVING, LLC WILL EXCHANGE, AT NO COST TO THE CONSUMER, ANY PLANK THAT THE CONSUMER, INSTALLER, OR RETAILER REASONABLY OBJECTS TO BEFORE INSTALLATION. THE CONSUMER, INSTALLER, AND RETAILER AGREE THAT BY INSTALLING A PLANK, THAT THEY HAVE ACCEPTED THE COLOR, GLOSS AND ALL OTHER VISIBLE ASPECTS OF THE PLANK. ANY WARRANTY CLAIM, EXCEPT FOR STRUCTURE, FINISH, OR WEAR WILL BE DENIED.**
2. Damages (marks, scuffs, scratches, dents, cuts, etc.) caused by but not limited to Insects, Acts of God, Fire, Flooding, Standing water, Negligence, Accidents, Misuse, Abuse, Appliances, Casters, Furniture, Pets, Bums, Construction are not covered.
3. Damage due to Subfloor Moisture due to ground moisture, water pipes, wet mopping, spills or weather conditions are not covered. **Consumer MUST have a moisture test done before you install your floor and retain your test data. Flooring installed in a room with a shower, tub or washbasin is not covered.**
4. Damages due to mats, improper Maintenance, failure to follow proper Installation or Care instructions such as but not limited to Damage from Vacuum cleaner beater bar or hard heads, Reduction in gloss level due to pebbles, sand or other abrasives, etc. are not covered. **Damage due to steam cleaners, waxes, or other not approved cleaning products are not covered by this Warranty.**

Effective: June 25, 2008

WITHIN 30 DAYS OF PURCHASE YOU MUST PHOTOCOPY AND COMPLETE THE 'WARRANTY REGISTRATION CARD' (BELOW) AND MAIL BACK BELOW COPY TO DIAMONDLIVING, LLC TO HAVE A VALID WARRANTY!

DiamondLiving, LLC
6606 FM 1488 Suite 148 #353
Magnolia, TX 77354
(281)-766-1600 Phone (281) 766-1608 Fax

DIAMONDLIVING WARRANTY REGISTRATION CARD:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Email: _____

Name and address of store where you purchases **DIAMONDLIVING Wood Collection Flooring**:

Purchase Date: _____

What most influenced your decision to purchase **DIAMONDLIVING Wood Collection Flooring**?

- Dealer's recommendation Style & Design Price
- Easy maintenance Durability Other _____

How was your floor installed?

- Professional installer Self

Where did you install **DIAMONDLIVING Wood Collection Flooring**?

- Living room/Family room Bedroom Dining room
- Kitchen Bathroom Other _____

Which **DIAMONDLIVING Wood Collection Flooring** design(s) did you select?

Color names/numbers:

Approximately how much flooring did you install?

_____ Square feet or _____ boxes

Number of children under the age of 18 living with you: _____

Age group:

- | | | | | | |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| You: | | | Your Spouse: | | |
| <input type="checkbox"/> 18-24 | <input type="checkbox"/> 25-34 | <input type="checkbox"/> 35-49 | <input type="checkbox"/> 18-24 | <input type="checkbox"/> 25-34 | <input type="checkbox"/> 35-49 |
| <input type="checkbox"/> 50-64 | <input type="checkbox"/> 65 + | | <input type="checkbox"/> 50-64 | <input type="checkbox"/> 65+ | |

Is this home your:

- Primary Residence Vacation Home Income Property

Any additional comments you would like to share with us:
