

# WARRANTY

( 35/5 )  
years      years  
residential      commercial



## Owner and/or Installer Responsibility

Mercier floor boards are made of hardwood, a natural material that may present certain imperfections inherent in the material.

The industry provides a margin of error of 5% with respect to natural imperfections and workmanship of the product.

The following responsibilities shall be borne by the owner of the floor, even if he is absent at the time of installation.

Prior to installation, the installer and owner must make sure that the work site and subfloor comply with conditions specified in the Mercier installation guide. **The installer and owner are responsible for inspecting floor boards prior to their installation.**

The installer must select boards in a reasonable manner and, when necessary, either discard, install in a less conspicuous place, or cut boards with any type of irregularities whatever their origins.

**Once the board has been installed, it is deemed to have been accepted by the installer and owner even if the latter is absent at the time of installation.**

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## The Mercier finish guarantee

The manufacturer “Les Planchers Mercier inc.” warrants to the original purchaser that the Greenguard certified Mercier Generations will resist complete wear and peeling from the surface for a period of:

35 years from the date of purchase of the Greenguard certified Mercier Generations finish for normal residential use.

5 years from the date of purchase on the Greenguard certified Mercier Generations finish for light commercial use.

Wear must cover a minimum of 10% of the area of the installed flooring. The loss of gloss is not considered as wear and tear.

## 5-year commercial warranty on the Greenguard certified Mercier Generations finish

- Light commercial projects include business offices, conference rooms, specialty stores located in shopping centers without direct access to the outside, and similar applications (subject to approval by Mercier);
- Food service establishments are not covered by the warranty;

- Any project equal to or greater than 2,000 square feet must be approved by the Mercier’s Technical Services Department prior to installation to be eligible for the 5-year limited warranty on finish.

## Lifetime Warranty on wood boards

For as long as the original purchaser owns and/or resides in the premises where the Mercier products have been installed, the manufacturer guarantees that the products are free from structural defects (milling, delamination), grading errors and faulty finishing, including the application of stains or urethane finish.

The validity of the structural warranty depends on the respect of the environmental requirements, namely, maintaining the relative humidity between 30% and 65% for Engineered Floors and between 35% and 55% for solid and LOC products.

As wood boards consist entirely of natural material that reacts to the environment, variations in the dimensions of the product, which can increase the space between boards, cupping and post-installation splits and checks, are attributed to environmental factors. Therefore, they are not covered by this warranty.

## Exclusive clause for the 6 1/2 in, 8 1/8 in wide Engineered products and the Cabin Pine series

6 1/2 and 8 1/8” in wide Engineered floors as well as the Cabin Pine series products include some observable characteristics at the time of purchase or may develop. These features are part of the product and are not covered by the warranty.

- Variable thicknesses by area;
- Localized finish cracks near character marks;
- Localized seepage of natural wood resins (Cabin Pine series).
- Open knots and holes (including worm holes).
- Cracks and checks.
- Character marks that can become prominent

## Obligations of Mercier

Under the terms of this warranty, the responsibility of the manufacturer, “Mercier Wood Flooring Inc.”, is limited to any of the following measures, at Mercier’s sole discretion and without any other form of compensation:

- i) Provide the material for the replacement of the defective boards only (excluding labour, accessories and any other related costs);
- ii) Provide compensation equivalent to the cost of refinishing the floor of the room where there is complete finish wear<sup>3</sup>;

**The warranty only applies to boards, excluding cutting losses, with manufacturing or natural defects exceeding the 5% margin of error (industry standard).**

3. Subject to the rate suggested by Mercier.

### Exclusions

Mercier bears no responsibility under the terms of the warranty and will pay no compensation in the following instances:

- i) Damages other than that listed above under "Obligations of Mercier," including but not limited to loss of use of space, moving costs, hotel costs, and loss of time or goods;
- ii) The floor which has been installed does not meet technical specifications found in the installation guide ;
- iii) Product defects have been caused by improper storage or transportation;
- iv) Insufficient proof that Mercier's recommended maintenance instructions were followed;
- v) When damage has been caused in whole or in part by negligence, abrasive substances, falling of objects or friction on the floor, dragged furniture (with or without wheels), high-heeled shoes, scratch, or any other use than normal residential use;
- vi) When damage has been caused in whole or in part, but is not limited to, by a change in wood moisture, a flood, unusual heat, extreme humidity or dryness, a natural catastrophe, lack of heating, insect infestation, or stains or scratches caused by domestic animals;
- vii) For repairs undertaken without prior written permission of Mercier Wood Flooring;
- viii) To replace defective boards prior to installation;
- xiv) For any wood maturation;
- x) For product change in any other way than through total wear of the finish;
- xi) For product shipping or transportation costs ;
- xii) In the absence of the original purchase invoice;
- xiii) When a slight difference exists between the sample color and floor color;
- xiv) When the floor has not been maintained at the required

relative humidity and at a temperature of about 20°C at all times;

- xv) When the floor, excluding Engineered boards, is installed in a basement
- xvi) When 3/4 in solid flooring is installed over radiant heat systems;
- xvii) When a Hickory natural or stained, Brazilian Cherry or Santos Mahogany Engineered floor is installed over a radiant heating system;
- xviii) For any alteration of the product resulting from misuse of the recommended tools;
- xix) For any deformation of the product that is not measurable, or for the appearance of lines or paler sections, visible only at a specific angle or under specific lighting;
- xx) For any cracking noise, cupping or telegraphy of a floor in service;
- xxi) When the complainant is not the original purchaser;
- xxii) When the products have not been paid in full;
- xxiii) For any wood board with slits and/or cracks post-installation.

### Applicable laws

This warranty is governed by the laws of the Province of Quebec, save and excepting the rules governing legal disputes and any other law.

### Claim procedure

To make a claim under this warranty, and before altering the flooring in any way, the purchaser must first contact and file a complaint with the retailer from whom the flooring was purchased, complete with a copy of the purchase invoice, within 6 months of occurrence of the problem in question. In the event of failure to reach an agreement with the dealer, the purchaser must then send a copy of the claim and invoice within the warranty period to:

### Mercier Wood Flooring inc.

Attention of: technical service  
330 rue des Entrepreneurs, Montmagny (Québec)  
Canada G5V 4T1

Mercier Wood Flooring reserves the right to have any floor that is the subject of a complaint inspected by a designated representative and to authorize the representative to take samples for analysis purposes.

## Job-Site Conditions and maintenance

For the complete description, please refer to the installation and maintenance guides.

- The subfloor must be structurally sound and firmly fixed to the joists using flooring screws;
- The subfloor moisture level must not exceed 12%, and the difference of moisture between the subfloor and floorboards must not exceed by more than 4% the floorboards' internal moisture level, which is 6% to 9%;
- The difference in level must not be more than 3/16" over a distance of 6 ft distance or more than 1/4 in over 10 ft;

Failure to closely follow these maintenance guidelines can invalidate the warranty.

- Use a vacuum cleaner to remove without delay all abrasive substances (sand, slivers of glass, stones, etc.) that could scratch the finish;
- Clean floor using Mercier's maintenance products.
- Water is one of wood's worst enemies. Never use large amounts of water to clean wood floors, or steam cleaner.
- Stiletto heels are not advised on hardwood floors, because they can mark the surface;
- We recommend that you avoid exposing the floor to direct sunlight or bright light. Although Mercier products are equipped with an anti-yellowing screen protector, repeated exposure may change the original appearance of the floor;
- It is possible to correct minor scratches with the Mercier retouching kit, available at Mercier retailers.

For more information, contact your Mercier dealer, who will be delighted to answer your questions. You can also visit our Website at [www.mercierwoodflooring.com](http://www.mercierwoodflooring.com)

## Normal Environmental Conditions

Normal environmental conditions mean that the heating, the ventilation system, and/or the air conditioning are working properly and that the conditions inside your home have been kept at an approximate temperature of 20°C (70°F) and a relative humidity of 45%.

### MERCIER PREFINISHED HARDWOOD FLOORING WARRANTY REGISTRATION FORM

Please fill out this registration form and mail to Mercier Wood Flooring within thirty days of purchase. Keep your invoice for your records. Please print

Date: \_\_\_\_\_

Retailer: \_\_\_\_\_

Date of purchase: \_\_\_\_\_ M.  Mrs.

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State or province: \_\_\_\_\_

Postal code/Zip code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

e-mail: \_\_\_\_\_

**Civil Status:**

Single  Married or common law

Separated/Divorced  Widow  Other

**How many children live in your home?**

0  1  2  more than 2

**What is the range of income of your family? (k\$)**

0-50  50-75  75-100  more than 100

**How did you find out about Mercier Wood Flooring?**

Radio ad  Home show

TV ad  Yellow pages  Mercier retailer

Print ad  Internet  Word of mouth

Other (Specify) \_\_\_\_\_

### Rate the following words from 1 to 5, stating if they are good or bad synonyms for Mercier.

(1 = not synonym at all, and 5 = perfect synonym)

Quality	1	2	3	4	5
Beauty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Durability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleanliness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warmth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Innovation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Character	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Authenticity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tradition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Perfection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Variety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Did you use internet to get information on hardwood flooring? (1=not at all, 5=a lot)

1  2  3  4  5

What other brands did you consider in your shopping process?

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

What are the 3 main reasons for choosing Mercier?

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

Do you agree with the following statements: (1 = totally disagree and 5 = totally agree)

I really appreciated	1	2	3	4	5
The salesperson's service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Mercier Website	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mercier brochures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The information available at my retailer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Mercier display	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I authorize Mercier Wood Flooring to send me information

Please fill out the Mercier warranty registration form and mail it back within 30 days of purchase to

**Mercier Wood Flooring inc.**

330 rue des Entrepreneurs  
Montmagny (Québec) Canada G5V 4T1

You and hardwood floors...

Please state, in 3 words, what you expect from a hardwood floor.

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

At home, who usually makes the renovation decisions?

Him  Her  Both

How old is this person?

0-25  25-35  35-50  50 et +

Who chose your wood flooring brand?

him  Her  Both

How old is this person?

0-25  25-35  35-50  50 et +