

# JAMAIL HARDWOODS

SUPPLIER · INSTALL · DESIGN

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WARRANTY

## Limited Warranty

Coverage & Terms

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*Houston's B2B Hardwood Flooring Partner*

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# LIMITED WARRANTY



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## WHAT IS COVERED BY THE RIVA WARRANTY?

Limited Structural Integrity Warranty. RIVA SPAIN warrants that RIVA SPAIN Flooring ("Flooring") contained in its original packaged and in its original manufacturing condition, shall be free from manufacturing defects in milling and grading for as long as you own your flooring (except as otherwise noted below).

You must notify RIVA SPAIN of any manufacturing defects before installing the flooring. If not properly notified, RIVA SPAIN shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Flooring.

## 25 YEAR RESIDENTIAL SURFACE FINISH LIMITED WARRANTY

The surface finish for Flooring purchased for residential use is warranted by RIVA SPAIN not to wear through or separate from flooring for 25 years from the date of retail purchase under normal residential traffic conditions as long as all care and maintenance instructions provided by RIVA SPAIN are followed. Failure to do so may void this warranty.

## 5 YEAR COMMERCIAL SURFACE FINISH LIMITED WARRANTY

The surface finish for Flooring purchased for commercial use is warranted by RIVA SPAIN not to wear through or separate from flooring for 5 years from the date of retail purchase under normal commercial traffic conditions as long as all care and maintenance instructions provided by RIVA SPAIN are followed. Failure to do so may void this warranty.

## WARRANTIES APPLY TO ORIGINAL PURCHASER ONLY

All Flooring warranties, including any implied warranties, apply to the original retail purchaser of the Flooring only. All warranty coverage terminates if you sell or otherwise transfer the Flooring or the property to which the Flooring is attached.

In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of RIVA SPAIN Flooring products. RIVA SPAIN offers no additional warranties, express or implied, other than those set forth herein. Neither your retailer nor anyone else has the authority to alter the terms of this warranty. Any representations or promises made by your retailer or installer are not binding on RIVA SPAIN.

**Limit on implied warranties to the greatest extent permitted by law, any implied warranty on flooring, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

In order to be covered under this limited warranty, the Flooring must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided to you with the Flooring.



## WHAT THIS WARRANTY DOES NOT COVER

### ▷ Damage caused by:

- Improper or incorrect use or application of any product on Flooring.
- Failure to properly maintain Flooring and may be voided due to your failure to follow all RIVA SPAIN care and maintenance instructions.
- Improper installation of the Flooring.
- Improper transportation, storage, or installation of the Flooring. This warranty does not cover any defects unless the square footage of such defective flooring exceeds ten percent (10%) of the total square footage of your purchased Flooring.
- Failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels.
- Failure to follow manufacturer's installation and maintenance instructions, including but not limited to the failure to use approved adhesives, moisture barriers, and failure to follow RIVA SPAIN Flooring maintenance product instructions.
- Use of cleaning or maintenance products other than those specially formulated for the Flooring, or improper use or application of any cleaning or maintenance product.
- Excessive moisture or humidity.
- Negligence, intentional acts, water, sand, abuse or other misuse of the Flooring.

- ▷ Minor separations between boards due to normal expansion and contraction that wood floors may experience, based on weather conditions or other outside forces.
- ▷ Naturally occurring elements of wood flooring, including but not limited to, open knot holes, pits, worm holes, or other characteristics resulting from true craftsmanship or hand-scraping of Flooring.
- ▷ Manufacturing defects in Flooring that has been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation.
- ▷ Variances in grain or color found in samples or photographs supplied by dealers or variances in grain or color between samples and Flooring actually received by you.
- ▷ Any change to the Flooring caused by exposure to light and oxygen, including any color change or the development of a unique patina over time.
- ▷ Surface checking resulting from high or low relative humidity and/or mildew, discoloration, or cupping resulting from sub floor moisture.

\* Some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitation may not apply to you.

## RECOMMENDATIONS

### **Cleaning and maintenance**

We recommend that you use only RIVA SPAIN approved maintenance products to clean and maintain your Flooring.



### **Radiant Heat Systems**

Certain Flooring is warranted for use with Radiant Heat Systems. If such Flooring is installed over a radiant heating system, the surface temperature of the Flooring must not exceed 82 degrees Fahrenheit. Dramatic temperature changes may damage the Flooring. Flooring must be heated gradually in 5 degree Fahrenheit increments. It is recommended that a dedicated thermostat be installed to allow the temperature of the Radiant Heat System to be accurately controlled.

For warranty coverage to apply, the Flooring must be authorized for use with a radiant heating system and the installation must conform to the manufacturer's Special Instructions for Installations over Radiant Heat Systems, including the placement of approved under-floor heat sensors. RIVA SPAIN will, at its option, either repair and/or replace the Flooring which is defective or credit you for the portion of the purchase price attributable to the Flooring which is defective. You are responsible to pay for shipping and handling for any replacement Flooring, along with any and all other costs related to the defective Flooring (e.g., labor to remove Flooring, labor to install replacement Flooring, additional materials required to install replacement Flooring, removal of any household fixtures or furniture required to repair or replace the Flooring, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement Flooring is not guaranteed to match the original Flooring in terms of color, tone, pattern or other natural characteristics of wood. These remedies are your sole and exclusive remedies under this warranty.

### **HOW TO GET SERVICE**

First, contact your retailer or distributor. If you have additional questions or have additional questions or concerns, please contact RIVA SPAIN by telephone at +1 (800) 525-2711, by mail at 9960 NW 89th Court Medley, FL 33178, or by email at [info@rivafloors.com](mailto:info@rivafloors.com). When possible, any complaints made under this warranty will be resolved within 30 days. However, due to the nature of certain complaints and/or forces outside RIVA SPAIN control, certain complaints may take longer to resolve. If your complaint has not been resolved by your retailer within 30 days of your notification to the retailer, please contact RIVA SPAIN directly for further assistance.

### **YOUR RIGHTS UNDER STATE LAW**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### **GOVERNING LAW, FORUM AND VENUE**

This warranty shall be interpreted in accordance with the laws of the State of Florida, without regard to any choice of law provisions which might otherwise apply in Florida or elsewhere. RIVA SPAIN and customer agree that the Superior Court of Florida shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or RIVA SPAIN Flooring. You acknowledge and agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of Miami, State of Florida.

If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.