

## Adney custom hardwood filoors

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## Warranty

ADNEY CUSTOM HARDWOOD FLOORS WARRANTS THE INSTALLATION OF WOOD FLOORING PRODUCTS TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE FINAL PROGRESS INVOICE, WARRANTY DOES NOT COVER NATURAL EXPANSION AND CONTRACTION RESULTING IN SEPARATION BETWEEN BOARDS OR DAMAGE CAUSED BY LOW OR EXCESSIVE HUMIDITY.

ADNEY CUSTOM HARDWOOD FLOORS WARRANTS THAT WOOD FLOOR FINISH WILL NOT CHIP, PEEL, OR SEPARATE FROM THE WOOD UNDER NORMAL RESIDENTIAL USE FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL PROGRESS INVOICE. WARRANTY DOES NOT COVER RE-COATING OF EXISTING WOOD FLOORS OR COATING OF NEW WOOD FLOORS NOT FURNISHED, INSTALLED, SANDED, AND FINISHED EXCLUSIVELY BY ADNEY CUSTOM HARD WOOD FLOORS. WARRANTY EXCLUDES ANY INDENTATIONS, SCRATCHES OR DAMAGE CAUSED BY LACK OF PROPER MAINTENANCE, MISUSE, NEGLIGENCE, SPIKED HEEL SHOES, PETS, INSECTS, WATER, MOISTURE, EROSION, PEBBLES, SAND, OTHER ABRASIVES, INSUFFICIENT PROTECTION ON FURNITURE, WET MOPPING OR FAILURE TO FOLLOW ALL THE MANUFACTURER'S WRITTEN MAINTENANCE INSTRUCTIONS.

ADNEY CUSTOM HARDWOOD FLOORS WILL, UPON REQUEST, PROVIDE COPIES OF MANUFACTURER WARRANTIES WHEN APPLICABLE.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE MATERIALS FURNISHED BY AND INSTALLED BY ADNEY CUSTOM HARDWOOD FLOORS. THIS WARRANTY EXCLUDES ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES AND, IN EVENT OF BREACH, ADNEY CUSTOM HARDWOOD FLOORS SOLE LIABILITY AND YOUR EXCLUSIVE REMEDIES WILL BE LIMITED TO REPAIR OR REPLACEMENT OF MATERIALS OR COMPONENTS SUPPLIED AND INSTALLED BY ADNEY CUSTOM HARDWOOD FLOORS AND PROVEN TO BE DEFECTIVE. IN THE EVENT THAT A FLOORING PRODUCT DOES NOT COMPLY WITH THE WARRANTY, THE PURCHASER SHALL NOTIFY ADNEY CUSTOM HARDWOOD FLOORS IN WRITING WITHIN 30 DAYS OF THE DATE THE NON-CONFORMITY IS DISCOVERED.

EXCLUSIONS: WARRANTY DOES NOT COVER INDENTATIONS, SCRATCHES, STAINS OR DAMAGE CAUSED BY NEGLIGENCE, FIRE, WATER, MOISTURE, EXCESSIVE HEAT OR EXCESSIVE DRYNESS, EROSION, PEBBLES, SAND, OR OTHER ABRASIVES, PETS, INSECTS, SPIKED HEEL SHOES, WEATHER CONDITIONS OR NATURAL DISASTERS, COLOR VARIATIONS, NATURALLY OCCURRING WOOD CHARACTERISTICS, FAILURE TO FOLLOW ALL THE MANUFACTURER'S WRITTEN MAINTENANCE INSTRUCTIONS, IMPROPER MAINTENANCE, WET MOPPING, INSUFFICIENT PROTECTION, OR MISUSE, WARRANTIES DO NOT COVER NATURAL EXPANSION AND CONTRACTION RESULTING IN SEPARATION BETWEEN BOARDS OR DAMAGE CAUSED BY LOW OR EXCESSIVE HUMIDITY. NO WARRANTIES APPLY TO ANY PRODUCT OR PRODUCTS DESIGNATED AS ANTIQUE, TAVERN, CABIN, OR UTILITY GRADES.

## **Payments**

ALL INVOICES ARE DUE AS SPECIFIED IN PROPOSAL/CONTRACT OR, IF NOT SPECIFIED, NET 15 DAYS AND PAYABLE TO:

ADNEY CUSTOM HARDWOOD FLOORS 960 SYCAMORE CREEK DR. DRIPPING SPRINGS, TX 78620

INVOICES OR PORTIONS OF THE SAME FOR WHICH PAYMENT IS NOT RECEIVED WITHIN 15 DAYS OF MAILING SHALL BEAR INTEREST AT THE RATE OF 18% PER ANNUM FROM THE DATE OF THE INVOICE UNTIL PAID, BUYER IS RESPONSIBLE FOR REASONABLE ATTORNEY'S FEES IF OUR LAWYERS ASSIST IN COLLECTION OF UNPAID BALANCES, FAILURE TO PAY IN FULL SHALL RENDER WARRANTY NULL AND VOID.