

PRODUCTS & COVERAGE

William M. Bird and Company, Inc. warrants that its Outer Banks WPC flooring will be free from manufacturing defects and, under normal use and maintenance, will not Wear, Fade, or Stain resulting in loss of original pattern and color, and the structural integrity of the flooring itself will not be materially impaired by Water Damage, as hereafter defined, for a specified length of time from the date of purchase as set forth below. This Limited Warranty only applies provided the flooring covered by this warranty is installed and maintained according to the Outer Banks installation instructions.

PERIODS OF COVERAGE

Outer Banks WPC – 15-Year Commercial, 25-Year Residential

DEFINITIONS/TO BE COVERED

- "Wear" must be through the wear layer to the degree that the printed pattern is affected or altered.
- "Fade" must be to the degree that the floor is permanently discolored.
- "Stain" must be from normal household cleaning agents, chemicals or routine care & maintenance.
- "Water Damage" covers structural-integrity damage to the flooring itself after water exposure in standard conditions (does not cover flooding).

PET PROOF

William M. Bird warrants that Outer Banks flooring will resist staining caused by domestic pets (cats or dogs). Stain resistance means the ability of Outer Banks to resist (minimize or withstand) permanent stains for the duration of the residential warranty period, so long as the original, resident homeowner maintains ownership of the flooring during that period (i.e., coverage is non-transferable). Cleaning of the affected area should begin immediately upon discovery, as any stain becomes more difficult to remove the longer it remains on Outer Banks flooring.

Pet Proof coverage excludes scratches, scuffs, or similar damage caused by pets.

PRE-INSTALLATION

William M. Bird warrants that its flooring is free of visual defects. You and/or your installer should carefully inspect each piece prior to installation. Any pieces that appear to have defects should not be installed. William M. Bird will not be responsible for any claim for flooring installed with visual defects.

INSTALLATION

This Limited Warranty covers materials and fair market-value labor if professional installation was paid for when the flooring was originally installed, provided that such flooring is installed according to the current installation instructions. Installation instructions are revised periodically and floors must be installed according to the current version at the time of installation. Contact William M. Bird for the current installation instructions.

REPLACEMENT/REPAIRS

William M. Bird reserves the right to repair any flooring and/or to use its own source to obtain an installer for replacement flooring. If William M. Bird repairs or replaces any flooring as a result of a warranty claim, you will be required to clear, at your own expense, any items placed over the affected areas subsequent to the original installation. In the event that William M. Bird repairs or replaces any flooring covered under this Limited Warranty, this Limited Warranty shall remain in effect with respect to such flooring for a period limited to the remaining eligible duration of the original Limited Warranty.

TERMS FOR WARRANTY

If a defect covered by this Limited Warranty is found within the warranty period and reported in writing to the merchant from which the flooring was purchased, William M. Bird will supply new flooring material of similar color, pattern, and quality to replace the defective area. William M. Bird will also pay fair market-value labor if professional installation was paid for when the flooring was originally installed. Labor costs will not be covered if professional installation was not paid for when the flooring was originally installed.

In case of questions regarding the terms of this Limited Warranty, contact William M. Bird Customer Service at (800) 922-2287. William M. Bird reserves the right to inspect any flooring, request samples, secure photographs or any other information as may be required to ascertain the nature of any claim under this Limited Warranty.

EXCLUSIONS

The following are not covered by this Limited Warranty:

- Damage caused by fire, smoke, burns, abuse, flooding, moisture, mold or mildew, spills, scratches, abrasive scouring pads, scuffing, staining (from causes not covered by the terms of this warranty), construction or installation.
- Dissatisfaction or damage due to improper installation or maintenance, including use of improper cleaning solutions or finishes, unevenness or irregularities. Refer to Outer Banks installation instructions for more details.
- Damage caused by vacuum cleaner beater bar, indentations or damage caused by spiked heeled shoes, improper rolling loads, castor wheels, chairs or other furniture without proper floor protectors and cuts from sharp objects.
- Exterior applications.
- Loss of gloss.
- Changes in color or sheen from exposure to sunlight or due to use of rubber-backed mats.
- Minor shading, color or texture differences between samples or printed color photographs or illustrations and delivered product.
- This flooring should not be used to seal an existing floor from moisture. It is a floating floor which is waterproof, but this flooring cannot inhibit the growth of mold or mildew nor prevent problems associated with or caused by flooding, excessive moisture or alkalis in the subfloor or conditions arising from hydrostatic pressure.
- This Limited Warranty is void if, prior to installation in commercial applications, this flooring is not acclimated to room temperature (between 50°F and 100°F / 10°C and 38°C) at the jobsite for a minimum of 48 hours and, if after installation, such flooring is not continuously maintained at such temperature.
- Only installation techniques described in the Outer Banks installation instructions are warranted. William M. Bird does not warrant Outer Banks installations involving custom cutting, such as 45-degree mitered corners and serpentine edges.
- Flooring sold as irregulars or trial grade materials or "as is".
- Flooring sold via the internet is not covered per the warranty periods set out above, but rather comes with a 1-year warranty only against manufacturing defect, Wear, Fade, Stain, and Water Damage, as defined herein.
- Loss due to loss of time, inconvenience, incidental expenses (such as telephone calls, labor and/or materials) incurred in the removal or reinstallation of the affected material, and any other incidental or consequential damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so that the above limitations and exclusions may not apply. Your Limited Warranty gives you specific legal rights, and you may have other legal rights, which vary from state to state.

This Limited Warranty is in lieu of any other warranties, express or implied. Please keep your receipt or obtain it from the original purchaser. William M. Bird requires the receipt in order to verify date of purchase to help resolve any problems.

CARE & MAINTENANCE

Instructions for the care and maintenance of Outer Banks WPC flooring can be found in the care & maintenance instructions. Contact William M. Bird for the current version of this document.

Please direct any questions regarding care and maintenance to William M. Bird Customer Service at (800) 922-2287.

WARRANTY OWNER

This Limited Warranty applies only to the original purchaser and the original installation site and is not transferable and, with respect to the residential warranty, applies only to a resident homeowner.

Claims under this Limited Warranty must be made in writing to the following address::

William M. Bird - Warranty Department
P.O. Box 20040
Charleston, SC 29413

For additional information, please call William M. Bird Customer Service at (800) 922-2287 or visit our website at wmbird.com.