

# Toscana Massimo

## Residential Warranty

Linco Enterprises, Inc. offers a 25-year limited residential warranty on the finish and lifetime structural warranty.

Warranties are nontransferable, and apply to customers who originally purchased and installed this product. The original, paid-in-full invoice is required. Claims must be filed by the original purchaser who must still be the owner of the home. In the unlikely event that any portion of your floor should fail, with respect to any provisions of this warranty, Linco Enterprises, Inc. at its sole option to the original purchaser, will repair, refinish or replace such portion with the same product or another product of equal value at no cost to the purchaser. If Linco Enterprises, Inc. is unable to correct the failure after a reasonable number of attempts, Linco Enterprises, Inc. will refund, if requested, the purchase price for that portion of the floor that fails. Prior to installation, the installer/owner is responsible for inspecting and verifying materials and factory finish of the pre-finished hardwood flooring. The installer/owner is the final inspector and assumes the responsibility to determine if the product is correct and acceptable before installation begins. Installation is acceptance. It is critical that all installations are done in compliance with the procedures outlined in the installation instructions, which can be found in each carton of flooring and/or online. No damage or defects caused by improper installation or failure to provide a suitable installation environment are covered by this warranty. Failure to install your flooring in accordance with the instructions will void all warranties.

### Exclusions and Limitations

This warranty does not cover damage, indentations, scratches, or stains arising from negligence, accidents, abuse, fire or excessive heat, abnormal wear, construction, spike heels, grit, sand or other abrasives, dents, insect infestation after the product has left our factory, or domestic animals. Because of the natural traits of wood floors, splits, cracks, and splinters after move-in are not manufacturer related. This provision does not cover the removal, replacement of cabinets and other fixtures, sales tax, or the cost of new materials. Linco Enterprises, Inc. is not responsible for damages or costs incurred by delivery delays, order errors, improper installation, or poor jobsite conditions. Please keep in mind that hardwood flooring products naturally vary in color and other characteristics. Manufacturing defects do not include natural mineral streaks, knots, grain variations, differences between color of samples and the color of installed floors, color variations from board to board, or minor width variations.

### Pre-Installation

Before leaving the factory, each piece of Linco hardwood floorboard is closely inspected by our quality control team and sealed with packaging for shipping. We recommend that the homeowner examine the flooring material thoroughly to make sure that the color and appearance of the product meet expectations. It is required that all orders for pre-finished flooring include an overage of floorboards – minimum five percent of the actual footage – to allow for proper cutting and installation. Discarded materials for reasons of structural defect shall not exceed five percent of total floorboard ordered.

### 25-Year Warranty on Product Finish

Under normal residential conditions and with the recommended maintenance, Linco Enterprises, Inc. warrants that the Aluminum Oxide Urethane Finish will not peel or separate from the wood for 25 years. Gloss reduction can occur due to factors outside of manufacturers' control, which is not considered as wear-through and thus is not under warranty. Wear-through is defined as 100% finish wear-through that exposes the wood veneer over a minimum of 3% of the total installation

### Lifetime Structural Warranty

Toscana Massimo Engineered Wood flooring should not delaminate under normal living conditions. Any structural failures are subject to the provisions of this warranty. Linco Enterprises, Inc., warrants that the floorboards will remain free from manufacturing defects for as long as the original purchaser occupies the building. The factory warranties apply only to the original purchaser and are nontransferable.

### Radiant Heat Warranty

It is critical that the floor be installed in accordance with Linco Floors' installation instructions. The surface temperature of the floor should not exceed 80° F. Relative humidity should be maintained at a minimum of 35%. Hydronic, water-based radiant heat systems must be used. Use of electric mat systems is not authorized. Installation with radiant heat should be performed using the floating installation method. Hickory and Flooring with top layer thickness of more than 2mm is excluded from this radiant heat warranty.

### Additional Exclusions

It is imperative the floors are installed within the ranges set forth in the applicable installation instructions. Failure to follow these guidelines, especially with regard to humidity range, can result in a performance failure or damage to your floors. These warranties do not include damage or unsatisfactory performance caused by excessive moisture or moisture vapor including, but not limited to, improper humidity inside the home, excessive ground moisture that migrates into the home for any reason, excessive sub-floor moisture, water leaks caused by broken pipes or appliances, improper cleaning methods such as wet-mopping, steam cleaning or other automated cleaning machines, weather conditions or natural disasters such as flooding or excessive rainfall. Since wood is a natural product, it reacts to UV indoor & outdoor light sources. The degree of reaction varies from species to species resulting in discoloration of wood floor. Natural wood will also tend to expand and contract as moisture and humidity levels inside the home may change. Accordingly, normal expansion and contraction which results in minor separations between flooring boards are not covered by these warranties.

**Handling of Claims** under this Warranty Claims must be filed within the coverage period, and information verifying the date of purchase may be required. Linco Enterprises, Inc. reserves the right to have a designated Linco representative to inspect the floors and remove samples for technical analysis. If you need to file a claim under this warranty, first contact your Linco Floors retailer. Any or all disputes arising out of Linco Enterprises, Inc., products or this warranty shall be subject to mandatory and binding arbitration in Los Angeles, California, pursuant to the rules of American Arbitration Association. Any trials by jury are expressly waived.

**THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE WARRANTY, AND IS IN LIEU OF ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES. LINCO ENTERPRISES, INC., ASSUMES NO LIABILITY FOR ANY LOSS NOR DAMAGE ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE THIS PRODUCT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION EXPRESSED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.**