



Making Dream Surfaces Attainable

Product Collection Name: W™ – Engineered Wood
Product form: Engineered Wood

MSI warrants that its W Engineered Wood is free of manufacturing defects from the date of purchase for the length of time specified for the product. A defect is defined as shortfall in the product to perform to specifications.

Terms and Conditions

The warranty also states that for the length of the warranty the wood surface will not wear through under normal use. This flooring is to be used in indoor, dry, climate-controlled areas only.

The warranty applies to the original purchaser only and is non-transferable. The residential warranty is available to the original owner who is the resident of the home. The warranty only applies to the original owner/ occupant in the original installation and is non-transferrable

Ladson™ Series = Lifetime limited structural warranty, 30 year limited residential, 5 year light commercial

McCarran™ Series = Lifetime limited structural warranty, Lifetime limited residential, 10 year light commercial

Warranty Exclusions

- Failure due to not following the prescribed installation procedures as outlined by MS International, Inc.
- Materials and/or services that have not been paid for in full.
- Product installed in any outdoors application.
- Improper use or abuse including but not limited to, damage from mishandling of the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
- Acceptable variations and wear & tear including fading, sounds caused by flooring, variations in gloss, scuffs, marks, staining, impact and scratch damages.
- Events beyond everyday household use, including and not limited to appliance or structural failures
- The installation of planks with visible defects. Installers are required to perform a visual inspection of all materials prior to installation and again after installation. All material should be inspected prior to installation. Visual defects or nonconformities apparent prior to installation are not covered by warranty. All warranty claims must be reported immediately. Failure to report the warranty claim within 30 days of defect discovery will void this warranty.
- Warranty is void on any material sold as special production, non-standard/downgraded/discontinued product
- Radiant heating
- Chemical damage
- Spots or blemishes
- Creative use of the material such as bending or curving.
- Material that has been reduced in thickness.
- Securing heavy objects directly onto the material.
- Failures due to inadequate support for the installation.
- Any other cost incurred including but not limited to painting, plumbing, electrical, tile, cabinets, flooring etc. that may be necessary to modify, remove and or replace in the process rectifying a manufacturing defect covered under this warranty.
- Transportation, freight, tear out, demolition in any form, disposal and re-installation, or associated cost beyond the cost of the product.
- W™ is a manufactured product with natural raw material, variations in the color, size, shape and distribution of the pattern of the product or the natural variations in background tone. These are inherent characteristics of the product. Color samples provided to consumers, dealers are only representative and not an exact replication of what will be installed in your home.
- W™ is a manufactured product, and is subject to variations due to an inherent variability in raw materials and production processes. Certain products may have higher levels of variations.
- MSI's liability under any theory of liability (whether contract, tort, strict liability or otherwise) shall be limited to the sole and exclusive remedy of replacement of defective goods FOB MSI facility or, at MSI's option, refund of the purchase price of such defective goods. If product is unavailable or discontinued, MSI reserves the right to select and supply similar material. The warranty does not cover all other costs, incidental and consequential damage including loss of use of the property.
- MS International, Inc. will not honor claims due to a lack of on-site inspection performed by an independent MSI commissioned inspection.
- MS International, Inc. is not responsible for damage or injury caused in whole or in part by acts of God, job site conditions, and architectural/engineering design, and structural movement, acts of vandalism or accidents.
- MS International, Inc. shall not be responsible in either contract or tort for any loss of direct, indirect, consequential, incidental, special, exemplary, or punitive damages arising out of the use or the inability to use the products covered by this warranty.

THE FOREGOING IS THE COMPLETE WARRANTY FOR W AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO W AND MS INTERNATIONAL, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to you.

Buyer acknowledges and agrees that the foregoing conditions and limitations are an essential basis for Buyer's agreement with MSI. Any suit or other legal action that the Buyer may bring against MSI arising out of the sale of this hardwood flooring must be filed within 14 days from the date of MSI's alleged breach. Buyer's failure to file within this stipulated period shall be deemed to act as waiver and time bar for any and all claims against M S International Inc.

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

For additional information about this product collection, please refer to www.msisurfaces.com or contact the dealer.

Please send all inquiries to:

MSI

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