

## **René St-Cyr's Responsibility**

René St-Cyr (1996) Inc. (hereafter "**René St-Cyr**") maintains quality control throughout its manufacturing, handling, and storage processes. Its team is dedicated to providing you with good quality hardwood floor strips in accordance with industry standards. Because hardwood is a natural product, certain strips may contain natural imperfections and/or certain manufacturing defects beyond the control of René St-Cyr. The hardwood floor strips produced by René St-Cyr meet industry standards and tolerate a standard margin of error not exceeding 5% of the total quantity purchased by the initial buyer.

René St-Cyr is therefore confident in providing you with this residential warranty.

## **What the Warranty Covers**

Subject to certain conditions, restrictions, and exclusions, René St-Cyr provides the initial buyer with this residential warranty on hardwood floor strips it has manufactured that have been stored, installed, used in the buyer's private residence under normal circumstances, and regularly maintained, all according to René St-Cyr's installation advice and maintenance recommendations (posted on its website at [www.rene-st-cyr.com](http://www.rene-st-cyr.com)) and, without limitation, in an environment where the relative humidity level (including that of the subfloor) is maintained between 45 and 50% and the temperature between 18 and 24°C (65 and 75°F) on a consistent and regular basis by means of appropriate devices such as ventilation, heating, and/or humidity control systems.

To the extent that it applies, the residential warranty on hardwood floor strips manufactured by René St-Cyr covers only the surface of floor strips to be repaired, refinished, or replaced at the option of René St-Cyr that exceed

- the 5% standard margin of error and
- the estimated 5% cutting loss for standard installation and/or estimated 10% cutting loss for diagonal installation.

Notwithstanding the conditions, restrictions, and exclusions herein, the sole remedy provided by this warranty is the repair, refinishing, or replacement of eligible hardwood floor strips at the option of René St-Cyr. In the event René St-Cyr cannot make the required corrections after a reasonable number of attempts, it shall, if it deems appropriate, refund the purchase price of the defective portion of the hardwood flooring, calculated on a prorated basis according to use and wear. After an agreement is reached between the initial buyer of the hardwood floor strips (flooring) and René St-Cyr, the repairs or terms of the final agreement must be carried out within twelve (12) months of the date the agreement is signed or any other deadline prescribed therein.

## **Required Conditions for the Residential Warranty to Take Effect**

For the residential warranty to take effect:

1. The customer (initial buyer) has a responsibility and a duty to ensure, from the time of purchasing hardwood floor strips manufactured by René St-Cyr, that the floor strips are protected and carefully maintained, the relative humidity level is maintained between 45 and 50%, appropriate environmental conditions are maintained, the floor strips are installed according to René St-Cyr's installation advice and maintenance recommendations (posted at [www.rene-st-cyr.com](http://www.rene-st-cyr.com)) as required for hardwood floor strips and hardwood flooring, and to ensure normal residential installation as recommended by René St-Cyr on its website at [www.rene-st-cyr.com](http://www.rene-st-cyr.com).
2. The initial buyer must have purchased hardwood floor strips identified as something other than rustic, wood seconds, wood with slight imperfections, on sale, on clearance (because they were sold as is), or any other designation indicating a product that is not first quality.
3. The initial buyer must own and occupy the property where the flooring consisting of hardwood floor strips manufactured by René St-Cyr is installed.
4. The initial buyer must limit the hardwood flooring exclusively to normal, private residential use.
5. The initial buyer must have the legible purchase invoice on hand and must have purchased hardwood floor strips manufactured by René St-Cyr at René St-Cyr or an authorized dealer.
6. No radiant heating system (network of pipes that circulate water or other liquids or products under a floor in order to heat it) may be installed directly or indirectly under the hardwood floor.
7. No attempt to repair, modify, replace, or install the hardwood floor strips or flooring concerned may be made by the customer prior to René St-Cyr's inspection and written authorization.
8. René St-Cyr is solely authorized to decide whether the warranty is applicable and/or shall be applied or modified. No distributor, retailer, installer, agent, sales person, representative, or any other party is authorized to act on behalf of René St-Cyr without prior written authorization.

Notwithstanding the other conditions, restrictions, and exclusions herein, the warranty shall automatically become null and void if any of the foregoing conditions are not fulfilled.

#### **Other Responsibilities of the Customer (Initial Buyer) Prior to Use**

Upon receiving your order for hardwood floor strips, you are responsible for ensuring that the color, grade, finish, quality, and quantity correspond to what you ordered. As the initial buyer and owner of the flooring, you assume complete responsibility for performing the final inspection of the floor strips when you receive them.

Subject to the conditions, restrictions, and exclusions herein, hardwood floor strips that have defects exceeding the 5% margin of error may not be modified, cut, or installed and

you must immediately notify the authorized dealer or René St-Cyr of such defects in writing.

Wood is a hygroscopic material, meaning it absorbs moisture from the air. You must therefore store it at a relative humidity level between 45 and 50% and a temperature between 18 and 24°C (65 and 75°F) and ensure there are no major fluctuations in the surrounding environment, as this could cause irreparable damage to your hardwood floor strips. You should not, for example, store them in a freshly painted area, a basement, or an unheated garage. We suggest an acclimatization period of about seventy-two (72) hours for floor strips before installing them, in compliance with the abovementioned humidity level and temperature.

### **25 Year Structural Warranty on Hardwood Floor Strips**

Subject to the conditions, restrictions, and exclusions herein, René St-Cyr guarantees that the hardwood floor strips it has manufactured are free of any manufacturing defects resulting from strip processing, grading, and finishing, including varnish application. René St-Cyr also guarantees floor strips that it has manufactured against warping, twisting, buckling, and delamination (without the separation of layers). The structural warranty period for hardwood floor strips manufactured by René St-Cyr since December 31, 2008, is twenty-five (25) years from the date of purchase by the initial buyer.

### **25 Year Finish Wear-Through Warranty**

René St-Cyr guarantees against complete visible wear-through (flaking, peeling, separation of wood surface) subject to the conditions, restrictions, and exclusions herein. Complete finish wear-through must cover a continuous surface representing at least 10% of the total floor area. Loss of gloss is not considered wear-through.

The finish wear-through warranty period is twenty-five (25) years from the date of purchase of prefinished hardwood floor strips manufactured by René St-Cyr since December 31, 2008.

### **1 Year Gloss Warranty**

Subject to the conditions, restrictions, and exclusions herein, René St-Cyr guarantees that your floor will maintain its entire surface gloss for one year after purchase. The gloss warranty period is one (1) year from the date of purchase of prefinished hardwood floor strips manufactured by René St-Cyr since December 31, 2008.

### **What the Warranty Does Not Cover (Exclusions)**

René St-Cyr assumes no liability and will pay no compensation for damage or expenses other than those stipulated in the section *What the Warranty Covers*, including but not limited to damage and expenses pertaining to the following defects, imperfections, alterations, deformations, breakage, situations, charges, and events:

- Charges for handling, shipping, freight, labor, dismantlement, removal, measurement, installation, loss of use of space, moving, accommodation, loss of time, loss of income, loss of profit, loss of property, and any other direct or indirect charges tied to imperfections in hardwood floor strips

- Defects, alterations, damage, or breakage not visible to the naked eye in a standing position
- Defects or alterations appearing at a certain angle that are visible only in particular lighting or cannot be measured
- Variations in color between the sample and the hardwood floor
- Variations in color, grain, and texture due to the fact that wood is a natural material
- Minor required corrections
- Damage, alterations, or imperfections to the hardwood floor (strips) due to improper storage, transportation, or surface preparation
- Damage to the hardwood floor (strips) because it was not maintained at a temperature between 18 and 24°C (65 and 75°F) and a relative humidity level between 45 and 50%
- Damage to the hardwood floor (strips) because it served a purpose not considered normal, private residential use or was used for commercial or industrial purposes or purposes other than for a personal or family residence. It is understood that using a room for family daycare or office purposes is not considered normal, private residential use, without limitation.
- Damage due in part or in whole to abrasives (sand, salt, stones, crystals, glue, corrosive materials, wood chips, pet litter, plants, pieces or splinters of glass, etc.); erosion; friction with any object; the moving or settling of the structure, walls, or structure foundation; abuse or negligence on the part of the owner; movement or absence of the foundation; an accident; incorrect installation; the moving of furniture or objects with or without casters; the wearing of spike-heeled shoes; contact with any sharp or pointed object; shoes or other footwear; falling of light or heavy objects; scratches; indentations; pounding; any spills of water, liquid, or soap absorbed by the wood fibers; intense artificial light; normal wear; the lack of prevention or protection in the kitchen or other rooms; or inappropriate use
- Damage that is due but not limited to a natural or other disaster, a change in the relative humidity level in the wood, flooding, an insect invasion or infestation, any animal related damages, the appearance of spots, the formation of spots or scratches caused by pets or others, extreme dryness, unusually high heat or temperature, sunshine or solar radiation, or non-existent or inappropriate heating or air conditioning
- Changes and natural discoloration in the wood surface (maturation)
- Expansion and contraction due to climate changes or pollution

- Damage due to a lack of regular maintenance, bad maintenance, and/or the use of products not recommended for René St-Cyr hardwood floors, or when there is no suitable, satisfactory proof of compliance with recommendations and guidelines in René St-Cyr Maintenance information
- Damage to hardwood flooring installed over concrete, in a basement, below ground level, and/or in a room equipped with a radiant heating system
- Damage due to the fact that the hardwood strips were glued
- Damage caused by the subfloor
- Any damage resulting from noncompliance with installation recommendations and guidelines in the René St-Cyr Installation advice information
- Repairs, replacements, or other work performed without René St-Cyr's prior inspection and written authorization
- Any alterations to the product whatsoever
- Abnormal use or abuse of the product

This warranty is an exclusive remedy and in all cases shall be limited to the amount paid for the purchase. The warranty and liabilities of René St-Cyr, as described herein, overrule and replace any other verbal agreement and any other obligation, liability, or warranty of René St-Cyr, either express or implied, under the law or otherwise, written or verbal, including without limitation any obligation of the retailer or other individuals who carried out the sale, any condition or warranty as to merchantable quality, fitness for a particular purpose, durability, suitability, or condition or any condition or warranty arising by statute or otherwise in law or in equity, in the course of dealings or use of trade.

René St-Cyr and/or its authorized retailers may in no way be held liable for any direct, indirect, punitive, economic, commercial, consequential, incidental, or special loss or damage or any claim by a third party resulting from the use or loss of use or the performance or non-performance of René St-Cyr hardwood flooring and in all cases shall be limited to the amount paid for the purchase.

The foregoing provisions apply with respect to any claim, demand, or action, including but not limited to the nature of a breach of contract and the breach of a collateral warranty or tort, including negligence or misrepresentation.

René St-Cyr is not liable for any damage or claims due to causes beyond its control or due to the fault of the victim or a third party.

### **To Obtain Service Under This Warranty**

During the period covered by the residential warranty, prior to performing any modifications to the flooring, the initial buyer must notify the authorized dealer from whom the flooring was purchased, in writing and by registered mail, within six (6) months of the appearance of a problem, and include the following information:

- A complete description of the problem accompanied by clear photos
- A copy of the legible purchase invoice from the authorized dealer bearing the invoice number, date of purchase, description, and amount of the purchase
- Proof of full payment of said invoice, identifying you as the initial buyer

The authorized dealer is therefore responsible for settling the problem directly with the manufacturer, René St-Cyr.

René St-Cyr shall be allowed by you to have the flooring inspected by a duly designated representative of René St-Cyr and have samples taken for the purposes of analysis.

If you cannot reach an agreement with the René St-Cyr authorized dealer where you made your purchase, we invite you to contact us:

René St-Cyr (1996) Inc.  
3330 route 157  
Notre-Dame du Mont-Carmel  
Quebec City, Quebec, Canada G0X 3J0  
Phone: 819-379-2202 Fax: 819-379-2203  
Email: Info@rene-st-cyr.com

### **Applicable Laws**

This warranty is governed by the laws applicable in the province of Quebec.

This René St-Cyr warranty replaces any legal warranty otherwise applicable within the limits permitted by law. Notwithstanding the foregoing, in the event a legal warranty applies, such legal warranty shall be as limited as permitted by the applicable law and nothing shall be interpreted as extending the legal warranty beyond the minimum requirements of such law and in all cases shall be limited to the amount paid for the purchase.

### **Recommendations**

We recommend you keep your original invoice, the Installation advice and Maintenance information, and this residential warranty for safe keeping.