

# COMMERCIAL WARRANTY

( 35/5 )  
years      years  
residential      commercial



MERCIER  
wood flooring



## 5 year commercial warranty<sup>1</sup> on Mercier Generations finish

The manufacturer, Mercier Wood Flooring Inc. (Mercier), guarantees the original purchaser that the Mercier Generations finish, namely the total thickness of the urethane applied to its products manufactured after September 1, 2003, will withstand total wear<sup>2</sup> and flaking of the surface in the course of normal light commercial use for a period of 5 years following the date of purchase. Mercier Generations is designed to provide many years of resistance to foot traffic friction without showing signs of significant wear, provided that no abrasive substances (salt, sand, glass, or other) have been present on the surface and the floor has been regularly maintained according to the manufacturer's instructions. See Maintenance and preservation guidelines. The Mercier Generations formula provides additional non-yellowing<sup>3</sup> protection to prevent discoloration of the wood and finish. It also contains an antimicrobial agent to reduce the risk of bacteria and mildew growth on the finished surface.

1. Light commercial use may include
  - Medical offices
  - Retail boutiques
  - Office conference rooms
  - Lobbies
  - Exhibition halls
2. Wear must cover at least 10% of the installed flooring surface.
3. Certain products do not include non-yellowing protection. See standard product sheet for details.

**This 5 year warranty contains no limitation on performance. Any project over 2,000 square feet must be submitted to the Mercier Technical Services Department for warranty approval.**

## Limited lifetime warranty on wood boards

For as long as the original purchaser owns and/or resides in the premises where the Mercier products (Solid, Exotic, Engineered) were installed, the manufacturer, Mercier, warrants all grades (except colonial and substandard boards sold on clearance) of prefinished natural-colored or stained boards against any manufacturing defects, grading errors, and faulty finishing, including the application of stains or urethane finish. The warranty does not cover damage due to transportation, storage, installation, extreme ambient conditions (excessive dryness or humidity), insects, water, negligence, or any other similar cause. The warranty covers only defective products exceeding 5% of the total quantity purchased by the customer (excluding losses resulting from cutting boards during installation). In addition to the above terms, Mercier warrants its Engineered wood boards against warping, twisting, and delamination (detachment of board layers) in normal ambient conditions<sup>4</sup> when installed in accordance with Engineered Installation Guide recommendations.

4. Normal ambient conditions entail a year-round temperature of about 20°C and relative humidity levels of 35% to 50% through the use of ventilation, heating, and humidifier systems

Engineered boards offer greater dimensional stability than solid 9/16" and 3/4" boards. Since they are composed entirely of wood, which is a natural material, Engineered boards, like all Mercier products, may expand or contract slightly depending on ambient conditions. The boards will return to their usual shape in the normal ambient conditions listed below.

## Caution

The finish applied to boards increases neither the hardness of the wood nor its resistance to blows and compression. This is why high-heeled shoes and pointed, sharp, heavy, or dropped objects may mar or damage the surface and finish. Mercier has added a chemical screen to the Mercier Generations formula that blocks out the UV rays that cause wood and finishes to yellow. This protection helps preserve the original appearance of your floor as long as possible by reducing yellowing caused by prolonged exposure to UV rays. It recommended that you avoid exposing the floor to direct sunlight or intense artificial lighting. Occasionally move carpets and furniture around to ensure even floor coloration. Each wood species has its own hardness value. Make sure to select the species with the proper hardness for your requirements, although, even the hardest wood specie can dent!

## Obligations of Mercier

Under the terms of this warranty, the responsibility of the manufacturer, Mercier Wood Flooring Inc., is limited to any of the following measures, at Mercier's sole discretion and without any other form of compensation:

- i) Supply the material necessary to replace the defective boards
- ii) Supply the material and labor<sup>5</sup> to resurface the flooring in the room where the finish is completely worn through
- iii) Pay compensation equivalent to the purchase cost of the defective boards.

**The warranty only covers boards, excluding cutting losses, with manufacturing defects exceeding the 5% margin of error (industry standard).** In the case of a claim, the original owner/purchaser may claim only an amount equal to 1/60th of the costs incurred to perform the abovementioned corrective measures multiplied by the number of months remaining on the warranty based on the original purchase date. Charges incurred by the original owner/purchaser must be calculated on the basis of average market prices for product repair, refinishing, or replacement at the time of the claim.

5. Subject to a standard industry rate approved by Mercier.

## Exclusions

Mercier bears no responsibility under the terms of the warranty and will pay no compensation in the following instances:

- i) Damage has occurred other than that listed above under "Obligations of Mercier," including but not limited to loss of use of space, moving costs, relocation costs, and loss of profits, time, or goods.
- ii) The floor has been installed on a concrete, radiant, or traditional subfloor that does not meet technical specifications contained in the Mercier installation guide.
- iii) The 3/4" hardwood floor has been glued down.
- iv) Product defects have been caused by improper storage or transportation, poor surface preparation, or installation not in accordance with the manufacturer's recommendations.
- v) Products have been used or installed for purposes other than light commercial use.
- vi) Insufficient proof is available that Mercier's recommended maintenance instructions were followed.

- vii) Damage has been caused in whole or in part, but is not limited to, a change in wood moisture, a flood, unusual heat, extreme humidity or dryness, a natural catastrophe, a lack of heating, insect infestation, or stains or scratches caused by domestic animals.
- viii) Damage has been caused in whole or in part by a change in wood moisture caused by a flood, unusual heat, extreme humidity or dryness, or a lack of heating.
- ix) Repairs have been carried out without the prior written consent of Mercier.
- x) A product has undergone wood maturation.
- xi) A product has deteriorated in some other way than total wear of the finish.
- xii) To replace defective boards prior to installation.
- xiii) Product shipping or transportation costs have been incurred.
- xiv) The customer cannot provide proof of the Mercier product purchase date.
- xv) A slight difference exists between sample color and floor color.

### Applicable laws

This warranty is governed by Quebec provincial law, save and excepting the rules governing conflicts of law and any other law.

### Claim procedure

To make a claim under this warranty, and before altering the flooring in any way, the purchaser must first contact and file a complaint with the dealer from whom the flooring was purchased, complete with a copy of the purchase invoice. In the event of failure to reach an agreement with the dealer, the purchaser must then send a copy of the claim and invoice within the warranty period to:

### Les Planchers Mercier inc.

330 rue des Entrepreneurs  
 Montmagny (Québec) Canada  
 G5V 4T1

### Owner and/or Installer Responsibility

The consumer must plan for an additional 4% to 6% of hardwood boards (depending on the site and type of installation) when ordering material, to compensate for losses incurred when boards are cut to fit.

Mercier floor boards are made of hardwood, a natural material that may present certain imperfections. Mercier products are subject to strict quality standards and comply with those in effect in the wood flooring industry. Mercier employees carry out rigorous quality control checks to ensure that boards comply with the established quality standards.

In the wood flooring industry, a defect rate of 5% or less of the quantity of boards purchased is considered normal. This rate includes both natural flaws and manufacturing defects.

Prior to installation, the installer and owner must make sure that the work site and subfloor comply with conditions specified in the Mercier installation guide. **The installer and owner are responsible for inspecting Mercier brand floor boards prior to their installation.**

The installer must select boards in a reasonable manner and, when necessary, either discard, install in a less conspicuous place, or cut boards with any type of overly apparent flaw. During installation, it is standard procedure to correct minor flaws using small amounts of stain, wax pencil, or marking pen.

If the installer is in doubt as to the grade, manufacturing quality, or finish of a board and is unable to install it in an inconspicuous location or eliminate the flaw, then the board should be discarded. **Once the board has been nailed down, it is deemed to have been accepted by the installer and owner.** Mercier will only replace defective boards in excess of the 5% acceptable loss (not including the 4 to 6% margin for loss due to cutting). Mercier will not cover any labor or installation costs.

### Maintenance and preservation guidelines

Failure to closely follow these maintenance and preservation guidelines will invalidate the warranty.

- Use a vacuum cleaner to remove without delay all abrasive substances (sand, slivers of glass, crystal, cuttings, etc.) that could scratch the finish. Frequent vacuuming is recommended to prevent abrasive dust from accumulating on the surface and between the boards.
- Maintain relative humidity between 35% and 50% and a temperature of approximately 20° Celsius (68°F) in the room where the flooring is installed in order to preserve the internal humidity of the wood and thus its dimensional stability (see the Mercier installation guide). These conditions are ideal for humans as well, so be sure to use the appropriate appliances, such as air exchangers, heating systems, humidifiers, dehumidifiers, etc. to control these environmental conditions.
- Clean using Mercier's specially adapted Mercier prefinished flooring maintenance kit. Spray a small amount of cleanser on a clean cloth or the Mercier mop and wipe the surface. Note that only small amounts of liquid are needed. Wash the mop cover or cloth as required. Cleaning the surface once a month is a minimum maintenance requirement.
- Never use wax, commercial detergents, or oil-based soap on the floor. These products may discolor and damage the finish and leave a greasy film, making the floor slippery and difficult to maintain afterwards. Mixtures of water and vinegar are not recommended for cleaning Mercier flooring, since vinegar has an oxidizing effect on urethane over time.
- Water is one of wood's worst enemies. Never use large amounts of water to clean wood floors, and never use a saturated mop. Wipe up spilled water, liquids, or detergents before they are absorbed by the wood fibers. The combined effect of water and sand is devastating to flooring. This is why it is important to place floor mats at each doorway and in high traffic areas.
- Glue felt pads to the legs of furniture and chairs to avoid scratching flooring when objects are moved. Periodically examine the pads for wear and replace when needed. Avoid

rolling chairs with casters on the finished surface. Put them on rugs or Plexiglas chair mats. Place floor protectors under narrow casters, or replace them with wide rubber or flexible polyurethane casters.

- Do not drag furniture or heavy objects across the finished surface. Lift any furniture to be moved.
- Avoid wearing high-heeled shoes on hardwood floors as they can mar the surface. Heel surfaces are so small that the pressure exerted can easily reach 3,500 pounds per square inch. Worn or broken heels can mar flooring even more. Avoid walking on flooring in footwear with cleats or metal-tipped soles.
- Protect wood surfaces from sunlight or any source of bright artificial light. Prolonged or repeated exposure to bright light can change the color of wood, even if surfaces are coated with a non-yellowing screen.
- Small scratches are easy to repair with the Mercier touch-up kit, which may be purchased from your dealer.

For more information, contact your Mercier dealer, who will be delighted to answer your questions. You can also visit our Website at [www.mercierwoodflooring.com](http://www.mercierwoodflooring.com)

### Warranty details for light commercial applications

- Light commercial projects include medical offices, business offices, conference rooms, specialty clothing or toy stores located in shopping centers, and similar applications (subject to approval by Mercier).
- Industrial projects are not covered (e.g., factories, assembly shops).
- Commercial projects are not covered (e.g., superstores, distribution centers).
- Installation in high traffic areas such as airport terminals is not covered.
- Specialty stores selling clothing, toys, or other items must be located inside a shopping center without customer access directly from the outside.
- Hardwood flooring must not be installed in a basement.
- Food service establishments are not covered by the warranty.
- Any project equal to or greater than 2,000 square feet must be approved by the Mercier Flooring Technical Services Department prior to installation to qualify for the 5 year limited warranty on finish.

## MERCIER PREFINISHED HARDWOOD FLOORING WARRANTY REGISTRATION FORM

Fill in the registration form and mail to "Les Planchers Mercier Inc.," within thirty days of purchase.

Keep your invoice. Please print.

Company Name: \_\_\_\_\_

Purchaser's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province or State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel.: ( ) \_\_\_\_\_

1) Retailer: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Purchase: (day/month/year) \_\_\_\_\_

2) Product Description: \_\_\_\_\_

Species: \_\_\_\_\_ Grade: \_\_\_\_\_

Length: \_\_\_\_\_ Color: \_\_\_\_\_

Surface to Cover: \_\_\_\_\_

Production Number: \_\_\_\_\_

3) Building age (check one only)

Less than 5 years

Between 5 & 10 years

Between 10 & 20 years

Between 20 & 40 years

More than 40 years  Unknown

4) Nature of work

New building  Major renovation

Minor renovation

5) Location where product was installed (check appropriate location):

Commercial Office  Main Lobby

Specialty Boutique  Boardroom

Medical Office

Other: \_\_\_\_\_

6) Type of heating

Electric baseboard heating

Warm air heating

Radiant heating

Other

7) Air conditioning/ventilation units (check corresponding units)

Air conditioner

Air exchanger

Dehumidifier

Humidifier

Other

8) How did you learn about Mercier brand products?

Visit to the Mercier retailer

Show or exhibit

Magazine ad

Yellow Pages

Recommended by the installer

Recommended by a decorator

Recommended by a relative or close friend

Other

9) Are you satisfied with the information received describing:

Product  yes  no

Installation  yes  no

Maintenance  yes  no

Please be sure to fill in the Mercier warranty registration form and mail it within thirty days of purchase to

**Mercier Wood Flooring Inc.**

330 rue des Entrepreneurs, Montmagny (Québec) Canada G5V 4T1