

Lon's Own Customer Warranty

Warranty. The parties recognize that naturally occurring wood characteristics, such as variations in grade, grain, color, mineral streaks and knots, alter the appearance of the finish. Contractor warrants and guarantees it will apply the finish material chosen by Owner as stated in a Service Order in a good and workmanlike manner. However, Contractor will not warrant or guarantee the overall appearance of the finished product. Subject to the warranty exceptions described below, so long as Owner delivers material conforming to specifications set forth in the Service Order, Contractor guarantees and warrants its finish will not wear through to the wood or separate from the wood for Twenty Five (25) Years from the date the original finish is applied to the wood by Subject to the warranty exceptions described below, in the event Owner delivers material conforming to specifications set forth in a Service Order and either (i) Contractor applies the wrong finish material, or (ii) the finish bond fails within the warranty period, or (iii) the finish wears through within the warranty period, Contractor will re-finish the material free of cost to Owner. In the unlikely event Contractor is unable to correct the finish after a reasonable number of attempts, Contractor will refund, if requested by Owner, the price paid by Owner to Contractor for the nonconforming portion of Contractor's services. Either the refinish of material or refund of amounts paid Contractor for nonconforming services will be Owner's sole and exclusive remedy. Warranty claims for obvious finish defects must be filed with Contractor within 180 days of the date the product is removed from Contractor's facility. Warranty claims for finish bond defects must be filed within the warranty coverage period. Information verifying date of services and product batch will be required with all warranty claims. Contractor reserves the right to inspect the material and remove samples for technical analysis. Slight color variations and indentions in wood grain are normal, and are not covered by warranty. Warranty does not cover finished product installed with obvious finish defects. Warranty does not cover finish defects arising from or associated with defects in the underlying material. Warranty does not cover defects or damage caused by improper installation of the finished product, abuse or improper use of the finished product (including but not limited to use of abrasives on the finished product, sliding heavy objects across the finished product, damage caused by water or moisture changes, damage caused by spiked heals, insufficient protection from furniture, pebbles, sand or other abrasives, and other forms of abuse or improper use). Warranty does not cover color changes caused by exposure to light, sunlight or ultraviolet radiation. Warranty does not cover gloss retention as gloss reduction normally occurs and is not a finish defect. Warranty is void if additional finish material is applied to the product. WARRANTIES UNDER THIS AGREEMENT ARE NOT TRANSFERABLE. THIS WRITING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE EXPRESS WARRANTIES PROVIDED HEREIN AND IS IN LIEU OF ALL OTHER EXPRESS AND/OR STATUTORY WARRANTIES BY THE CONTRACTOR. THERE ARE NO IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXTENDING BEYOND THE TERMS OF THIS WARRANTY. CONTRACTOR ASSUMES NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE SOLE REMEDY PROVIDED HEREIN IS THE REFINISH OF DEFECTIVE FINISH. OR REFUND OF AMOUNTS PAID BY OWNER TO CONTRACTOR FOR NONCONFORMING SERVICES.