



SOLID WOOD MOLDING & MILLWORK WARRANTY

Application

This warranty is effective for all Saroyan Hardwoods solid wood molding and millwork products (“moldings”) covering all sizes, profiles, and species. **Our warranty extends only to the original purchaser of the wood molding or millwork and may be passed on only to the first licensed and insured installer, and/or the first end purchaser/user, and not to any subsequent purchasers of homes or other locations where the molding or millwork is installed.** All Saroyan Hardwoods solid wood molding and millwork products are covered under this warranty for 25 years to the original purchaser. The warranty is subject to the limitations and exclusions set forth herein and is the exclusive warranty as to the molding purchased and contains the exclusive remedies that will be provided for breach of any warranties whether expressed or implied. No other warranty or warranties not expressly made or confirmed in writing by Saroyan Hardwoods shall be binding on Saroyan Hardwoods.

For interior application only (interior is defined as an enclosed space with active HVAC control year-round). Any modification, including species, quantity, size, and additions or deletions may require a re-quote of all items. In accordance with industry standards, the quantity of product shipped may be +/- 5% of the quantity ordered. Moldings are sold on a “mill run” meter tally basis (unless otherwise specified in writing).

Manufacturing & Performance Warranty

Saroyan Hardwoods warrants (only to the original purchaser) against any manufacturing defects that are caused by improper milling, grading, and profile dimensions. A manufacturing error that does not exceed 5% of the total pieces in the shipment is not considered a manufacturing defect. Any question concerning the acceptability of the milling of this product or the correction of this product for a particular application must be addressed prior to installation or enhancement of this product from additional manufacturing, texturing, or finishing.

Saroyan Hardwoods includes fumigation as part of its flooring products manufacturing process as a preventative measure against the possibility of insect infestation. The fumigation is performed in Huntington Park, California by a State licensed processor in accordance with California and US environmental standards and guidelines. Therefore, Saroyan Hardwoods further guarantees its manufactured products are free of insect infestation when delivered to the original owner’s facility and/or location. In the unlikely event that evidence of an insect infestation appears within 1 year of delivery to the original owner, Saroyan Hardwoods, at its sole discretion, will provide like replacements. Saroyan Hardwoods reserves the right to contract with a wood product expert to inspect the claimed material. If the damage was a result of infestation from site conditions, Saroyan Hardwoods will not be responsible for replacement.



Saroyan Hardwoods solid wood moldings will experience minor contraction and expansion from seasonal changes in most temperate climates. Dimensional changes in the product due to the natural properties of the wood will not be covered by the warranty. These occurrences and/or visual changes in the molding will frequently self-correct with seasonal climate changes or under normal environmental conditions. Saroyan Hardwoods will not replace moldings due to these natural changes caused by normal environmental conditions.

Warranty Exclusions

In addition to specific exclusions included in the Manufacturing & Performance Warranty section, the Saroyan Hardwoods solid wood molding warranty does not cover scratches, indentations, or other damage from any of the following causes (not limited to):

- Poor workmanship during installation
- Rough handling before and during installation
- Water exposure
- Pets
- Wood color changes from sunlight and oxidation
- Accidents
- Abuse
- Insects
- Storage, installation, and in-use relative humidity outside the recommended range of 35% to 55%
- Alterations to the original product
- Events beyond human control (natural disasters)

Available Remedies

If your solid wood moldings fail to perform under this warranty, Saroyan Hardwoods will decide what portion of the order is defective and determine the cause of the problem. Saroyan Hardwoods will then, at its option, provide a replacement product. Saroyan Hardwoods will not refund the removal costs, installation costs, or any amount beyond the purchase price of the molding.

Warranty Limits

Any attempt to replace, refinish or repair the solid wood moldings prior to Saroyan Hardwoods inspection will void this warranty. No distributor, agent, dealer, salesperson, installer, or Saroyan Hardwoods sales representative is authorized to change or increase the terms of coverage of this warranty.

This warranty is in lieu of all other representation, collateral agreements, conditions, or warranties of any kind, whether expressed or implies, including without limitation any condition



or warranty as to merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties which extend beyond the face hereof.

Damage Limits

Under no circumstances shall Saroyan Hardwoods or its suppliers be liable for any direct, punitive, indirect, commercial, economic, incidental, consequential, or special damages resulting from use or loss of use or the performance or non-performance of Saroyan Hardwoods solid wood molding or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. Saroyan Hardwoods total liability under this warranty will not exceed the total price paid by the original purchaser of the molding.

Additional Terms

Certain conditions, limitations, and exclusions set out in this warranty are not permitted or effective in some states. Some of the conditions, limitations, and exclusions may not apply in your state. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law. Any and all complaints, proceedings, or legal actions related to the interpretation or enforcement of this warranty shall be governed by, and construed and enforced in accordance with, the laws of the State of California, and any lawsuits or other legal actions or proceedings must be commenced and conducted in the County of Los Angeles, California.

California Law; Arbitration

This Agreement shall be governed and construed under the applicable laws of the State of California. The parties hereto agree that any claim, including claims alleging breach of this warranty, or arising out of or related to the product covered by this warranty, shall be resolved finally through binding arbitration before a neutral, mutually-selected arbitrator, and conducted in the County of Los Angeles, pursuant to the procedural rules of either the American Arbitration Association or JAMS/Endispute. The prevailing party in any such dispute shall be entitled to an award of fees and costs, including attorneys' fees, as well as all other available forms of relief or damages.