



THE BEAUTY OF NEW ENGLAND FOR THE FLOORS OF AMERICA

Traditional Collection (*Unfinished*)

Product Warranty and Claims Policy

Green River Product Warranty

Green River manufactures and warrants our unfinished natural hardwood flooring to the original purchaser. The standard specifications for these products are as follows:

- Species:* Available in Hard Maple, Certified Hard Maple, Cherry, Certified American Cherry, Yellow Birch, Red Birch, and Hickory.
- Grade:* Available in several specific grades which vary by species. Green River sets the highest standards for grading our hardwood flooring products. Our standards are equal to, or exceed accepted industry standards.
- Thickness:* All hardwood flooring is manufactured at a nominal thickness of 25/32”
- Widths:* Available in standard widths of 2 ¼”, 3”, 4”, and 5”.
- Lengths:* Hardwood flooring pieces for all widths range in length from 11” to 7’.
- Coverage:* All widths are sold by the actual square feet of coverage. However, an allowance of plus five percent (+5%) should be made for waste due to cuts.
- Tolerances:* Green River warrants to the original purchaser that all hardwood flooring will be of the quality, type and grade as invoiced and shipped. All materials are manufactured in accordance with accepted industry standards, permitting defect tolerance not to exceed five percent (5%) and a milling tolerance not to exceed .005”.

Green River warrants all hardwood flooring products to be in compliance with the above specifications. Any Green River product proven, prior to installation, to be outside the warranted specifications will be replaced by Green River at no charge to the original purchaser. If the original purchaser prefers, Green River will accept the return of the full purchase order containing any defective materials and issue a full refund of the invoiced price to the original purchaser.

Green River assumes no responsibility for incidental or consequential damages, including damages as a consequence of defective flooring, time lost, or inconvenience. These limitations will not apply where prohibited by state law.

Pre-Inspection Requirement:

In order for the product warranty to be in effect, Green River requires every plank to be inspected by a professional installer for manufacturing defects, unacceptable moisture content, and proper grading prior to installation. It is the responsibility of the distributor or original purchaser to confirm the accuracy of all claims. Green River will assume no responsibility or liability for claims discovered after installation.

Warranty Exclusions:

Any warranty will be considered to be null and void if the flooring is not installed by a professional flooring installer. The Green River Warranty does not cover scratches, indentations, or other damage caused by negligence, water, insects, spiked heels, children, pets, failure to follow proper installation procedures, improper maintenance, insufficient protection, misuse, or improper alteration of the product. Hardwood flooring is a natural product and will continue to expand and contract through normal heating and cooling seasons. If minor separations occur, they are considered to be normal and are not covered by the Green River Warranty. The Green River Warranty does not apply to any product or products sold as seconds, economy or "as-is". THE WARRANTY SET FORTH HEREIN IS GIVEN IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED BY GREEN RIVER. Any person, persons or company wishing to make a product claim under the Green River Warranty must do so by contacting the Green River dealer or distributor from whom the material was purchased. If the Green River dealer or distributor does not resolve the claim to the claimant's satisfaction, they may then submit their claim by contacting Green River directly at: Green River, P.O. Box 329, Great Barrington, MA, 01230. Any and all disputes arising out of the purchase of Green River flooring products or this warranty shall be subject to mandatory and binding arbitration in Great Barrington, Massachusetts, pursuant to the rules of the American Arbitration Association. Any trial by jury is expressly waived.

Green River Claims Procedures

Right of Inspection:

Green River reserves the right to have a designated Green River representative inspect any flooring materials and to collect samples, photographs and other data for technical analysis in response to any and all product claims.

The Responsibility of the Green River Distributor:

In response to any product claims made to a Green River Distributor by an end user, contractor, flooring installer, dealer, home builder, etc., the following steps are required in order for Green River to make a final determination of the claim:

1. A representative of the Distributor will visit the job site and inspect the product in question.
2. A representative of the Distributor will collect representative samples and make on-site measurements of the product using a digital micrometer, recording the findings.
3. It is strongly recommended that digital photographs of the jobsite and the materials in question be taken and submitted, with copies for the files of the Distributor and Green River.
4. If the Distributor representative making the on-site inspection determines that the claim is justified, they are required to contact Green River immediately by phone, fax or email to communicate a summary of their findings.
5. This initial contact must be followed with the transmission to the Green River Claims Department of a copy of a fully executed *Claims Form*, product samples, and on-site photographs.
6. Green River reserves the right to make an inspection to confirm the findings of the Distributor representative. This inspection must be done in a reasonable and mutually agreed upon time period.
7. For the purpose gathering comprehensive details of the jobsite as related to any product complaint the Distributor will provide to their inspector a copy of the National Wood Flooring Association *Jobsite Checklist – Section V Appendix EA*. This form can be obtained on the web at nwfa.org or by calling the Green River Sales Department at (413) 528-9000.

The Responsibility of Green River:

1. The Green River Claims Department must be available to provide guidance and direction to the Distributor representative inspecting the product claim prior to, during and after the distributor inspection. The Green River Claims Department will be available during the hours of 7:00 AM to 5:00 PM Eastern Standard Time Monday through Friday with the exception of recognized Federal holidays. The Distributor representative may contact Green River Claims Department at (413) 528-9000.
2. The Green River Claims Department reserves the right to make an on-site inspection within a reasonable and mutually agreed upon time period following the report from the Distributor representative.
3. Green River will process all claims within a reasonable time frame upon the receipt of a Claims Report, samples and photographs from the Distributor.
4. Green River will provide a written report to include their findings from visual inspections of the submitted samples and photographs, details from micrometer measurements of the samples and a proposal of settlement, should the materials in question prove to be defective.
5. All claims will be settled only with the original purchaser of the materials.