

# **Warranty and Terms**

**TLC Custom Design LLC**

**Home Improvement Contractor**

**Limited Warranty Agreement**

**TLC Custom Design LLC**

**Residential Home Improvement Warranty**

*Congratulations on your new project!*

## **WHAT'S COVERED**

Improvements constructed are reasonably free of defects and with customary tolerances of construction industry. "Customary tolerances of the construction industry" means tolerances common and expected in the construction industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors and other trades people under contract with TLC Custom Design LLC, including the crew of the TLC Custom Design LLC.

TLC Custom Design LLC further warrants and guarantees that the work reasonably conforms to the requirements of TLC Custom Design LLC contract documents, drawings, plans, and specifications. If any defects are found, TLC Custom Design LLC, shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the specific part or area that is defective. TLC Custom Design LLC shall start corrective work within a reasonable time after written notice from the owner. TLC Custom Design LLC shall have the option of repairing or replacing, at its election.

## **TERM OF WARRANTY – ONE YEAR**

This Warranty, as well as the statute of limitations for any claim of damages for defective work or materials, is one year from substantial completion, defined as the earlier of: 1) the date of final acceptance by the building inspection department, or 2) if no inspections/permits were required, the date of substantial completion of the project according to this contract. If TLC Custom Designs LLC performs warranty work within this period, this warranty shall be extended to the repaired or replaced work itself and be covered for one year after completion, as to that specific work.

## **TRANSFERABILITY**

This warranty applies to the original owner and may be transferred to any subsequent owner with the initial one-year period after substantial completion in effect. Transfer of warranty does not extend the life of the warranty.

## **HOW TO OBTAIN SERVICE**

If a problem develops during the warranty period, Owner shall notify TLC Custom Design LLC in *writing* of the specific problem. Owner shall give such notice promptly after first discovering the condition, no later than 7 days of first knowledge of the problem. TLC Custom Design LLC will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

Repair work will be done during TLC Custom Design LLC's normal working hours, except where delay will cause additional damage. Owner also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair upon completion.

There shall be no charge for the costs and expenses of examination or inspection by TLC Custom Design LLC, whether or not a defect is found or later repaired or replaced. The work will be done either by TLC Custom Design LLC's crew or whatever competent workmen or subcontractors are designated by TLC Custom Design LLC.

TLC Custom Design LLC has sole discretion as between repair or replacement. All efforts shall be made for a reasonable match, and to repair or replace in the event the original item is no longer available.

## **REMEDIES**

With respect to any claim asserted by Owner, it is understood there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

Owner should notify TLC Custom Design LLC within a reasonable period after first knowledge of a problem, not to exceed 7 days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the on-year period expires.

## **WHAT IS NOT COVERED**

This limited warranty does not cover the following items:

1. Damage or defects caused by the failure to maintain any item or keep it in good working order
2. Damage resulting from fire, theft, freezing, storms, electrical malfunction or surge, lightning, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
3. Damage from alteration, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.

4. Damage resulting from your failure to observe any operation instructions furnished at time of installation.
5. Any item furnished, installed, modified, altered, or repaired by you or any other person other than TLC Custom Design LLC.
6. Problems which arise to attempt to match existing materials. There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete and the like. Exact duplication in matching, texture, and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.

#### HOW TO FILE A WARRANTY CLAIM

Mail your claim to TLC Custom Design's business office, or email us at [thang@tlccustom.com](mailto:thang@tlccustom.com) as soon as the problem is discovered. All claims must be submitted, however, prior to the original warranty expiration.

#### YOUR RIGHTS

The terms above represent the sole and exclusive warranty with regard to your installation services. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province. We maintain the exclusive right to alter the obligations and limitations of this warranty.

This warranty does not restrict or limit the right of TLC Custom Design LLC. to bring action against you for non-payment. This warranty is voided if all payments are not received according to schedule, including final payment.

This warranty is provided by:

**TLC Custom Design LLC**  
**301 Edgewater Place**  
**Suite 100, Room 123**  
**Wakefield, MA 01880**

## TLC Custom Design LLC.

### Limited One Year Residential Installation, Sanding, and Refinishing Warranty

*Congratulations on your new floor!*

#### WHO'S COVERED

The original purchaser of services and hardwood flooring through TLC Custom Design LLC. is covered by this warranty. This warranty is not transferable.

#### LENGTH OF COVERAGE

This limited warranty is valid from the date of substantial completion of installation up to one (1) year for normal residential foot traffic.

#### WHAT'S COVERED

The installation, sanding, and refinishing is warranted that it was installed pursuant to industry standards and manufacturer's installation instructions.

#### WHAT'S NOT COVERED

**Moisture (or Lack of Moisture):** Damages caused by moisture (such as leaking pipes, spills, wet mopping, pets, failure to properly maintain relative humidity or temperature, subfloor moisture, etc.) are excluded. Moisture (and dryness) can cause issues such as cupping, crowning, warping, buckling, peeling, twisting, or gapping.

**Other Site and Environmental Conditions:** Defects or damages resulting from extreme indoor conditions (such as extreme heat, radiant heat, or exposure to sand); foundation issues such as settling; indentations and scratches (caused by pets, furniture, appliances, tools, heels, toys, etc.); improper maintenance and accidents; failure to follow instructions provided by TLC Custom Design LLC. or manufacturer, misuse and abuse; use of any hardwood floor cleaning product other than the Bona Hardwood Floor cleaning system, any wear that conflicts with the additional seasonal care instructions on <https://www.tlccustom.com/winter> are not covered. Alterations or repairs performed by someone other than TLC Custom Design LLC. or use of materials not provided by TLC Custom Design LLC. are not covered.

**Special and unconventional installations, repairs, and refinishing requests:** Installations, installation methods, or sanding, staining, and refinishing methods performed at your request against the advice of TLC Custom Design LLC. are not covered. When replacement of wood is recommended by TLC Custom Design LLC. due to age of the wood, type of stain, or repair needed and you decide instead to just have TLC Custom Design sand and refinish the existing wood, the sanding and refinishing is not covered. Additional damages resulting from deep sanding that was against TLC Custom Design LLC's recommendations are not covered. The boards may in fact still need to be replaced after any deep sanding attempt and this additional

cost is the responsibility of the homeowner. Special installations such as borders and medallions or lacing or tying into existing installed flooring from another manufacturer are not covered.

**Damages and Boards Installed with Visible Defects not promptly reported:** TLC Custom Design LLC recommends that you be present for the installation and participate in board selection. In the event that, despite participating in board selection, you object to a board with defects such as visible manufacturing, natural or other defects, it is your responsibility to report this to TLC Custom Design promptly. If you did not participate in board selection and failed to promptly report a visible defect, it is not covered. It is suggested that you inspect the installation upon completion. Damages to personal property and dissatisfaction with craftsmanship must be reported within three (3) days of completion of installation and inspection must be allowed within 72 hours, and if not, are waived.

**Natural Wood Characteristics:** Wood flooring is a natural product. It may change as a result of the conditions to which it is exposed including seasonal and environmental factors. Seasonal gapping due to the wood's expansion and contraction in heating and non-heating seasons may occur. Color changes due to aging or exposure to UV/sunlight may also occur. In addition, natural wood variations from board to board, like differences in grain, color, tone and knots, may exist. Issues relating to these natural wood characteristics are not covered under this warranty.

**Color and Shade Variations:** New or replacement flooring, or newly stained flooring may not always match samples, printed color photography (including websites and catalogs), existing flooring or other wood products (such as cabinets, stair railings, trim and moldings) due to natural variations that occur by species, age, growing conditions, exposure to UV/sunlight and other factors. Consequently, these variations should be expected. It is required that customers who are purchasing staining services approve in person in a timely manner the color of the stain sample TLC Custom Design provides on the actual hardwood floor after it is sanded and prior to TLC Custom Design LLC begins stain work. Delays in approving this stain sample may cause delays in the completion of your project.

**Odd Lots and Other Parties:** An odd lot is flooring that is discounted because it did not pass our rigorous inspection process and installation of it is not covered. Accordingly the installation of flooring that did not pass inspection is not covered under this warranty. Additionally, only installation agreements made directly with and paid for in full directly to TLC Custom Design are covered by this Warranty.

**Special, Indirect or Consequential Damages:** Losses, damages or expenses relating to anything other than the floor itself are not covered. For example, personal damages/costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, kennel costs for pets, etc., are not covered. Countertops, cabinets, built-in appliances or other fixtures should not be installed on top of your floor and the cost of the removal or replacement of these items is not covered. Moving furniture on, walking on a floor during the installation process, having other contractors working inside the property at the same time as TLC and prior to TLC Custom Design LLC. telling you that it is o.k. to do so voids this warranty. Additional repairs up to and including redoing work may be needed to remedy any damage to the flooring from early move-ins, early walking, or early placement of furniture on the

newly installed or newly refinished flooring. This additional cost, if repair or remedy is needed is solely the responsibility of the home owner and may result in additional deposit being required prior to completion of the remedy work. TLC Custom Design LLC takes all reasonable precautions to avoid scuffing baseboards and trim while removing old flooring and sanding, however scuff marks may result. TLC Custom Design recommends home owners having matching paint and or/stain on hand so they can do minor touch ups if needed to the baseboard and trim after TLC Custom Design LLC completes the project.

**Cleanliness and Dust:** Please note that although TLC Custom Design LLC. uses the Oneida Dust Containment system for sanding, which eliminates the need for plastic sheeting during sanding and post-sanding vacuuming this system does not eliminate dust or dirt associated with other flooring work such as removal of carpeting, old flooring, or old hardwood; installing new flooring, or with work from other contractors you may have in your property before, during, or after TLC Custom Design LLC's work is completed (i.e. movers, cabinet installers, electricians, painters, etc.). It is highly recommended that homeowners take steps to remove dirt, debris, trash, and other items from the installation area, close HVAC vents in the immediate installation area, and remove all furniture from the installation area prior to TLC Custom Design LLC. starting work. Losses, damages or expenses relating to anything other than the floor itself are not covered (such as TLC Custom Design LLC needing to remove furniture that was left in the installation area) and may in fact cause additional costs (such as the cost of moving furniture or rescheduling work) to be added to the final invoice due to TLC Custom Design LLC. TLC Custom Design LLC. takes appropriate steps to make wood cuts outside the interior of your home, however, in some cases if no outside area is available on your property, or during inclement weather, cuts may need to be made inside the property.

#### HOW TO MAINTAIN YOUR WARRANTY

**Follow the Pre-Installation Requirements and Care Instructions:** Your installation area must be between 60° to 80° Fahrenheit with a relative humidity between 30% and 50% for at least five days prior to delivery and throughout the life of your floor to ensure optimum performance. Care instructions can also be found on the TLC Custom Design website. TLC Custom Design recommends the Bona Hardwood Floor Cleaning system be used to maintain your floor. You must comply with all applicable environmental and building codes, regulations and laws.

**Inspect All Boards for Visible Defects:** Boards installed with visible defects are not covered under this warranty. Accordingly, before installation, you should examine all boards to ensure they are satisfactory. If any boards are unacceptable due to color, finish, milling or any other reason, it is up to you to determine whether TLC Custom Design should use them, hide them in areas like closets, trim off the imperfection, or not install them at all.

Plan on being present during installation to ensure that all required procedures are completed and boards with visible defects are not installed. It is important to inspect individual boards and to observe the "whole picture" before installation is completed.

If quality issues are suspected before or during installation, immediately contact TLC Custom Design's business office at 617-320-1135 or email [thang@tlccustom.com](mailto:thang@tlccustom.com).

## WHAT WE WILL DO

If any portion of your refinishing or installation should fail with respect to this warranty, we will repair the improperly installed or refinished portion. Repair is the sole remedy under this warranty and this warranty is voided if payments were not made according to schedule, including final payments, and/or payments were disputed with the credit card company. Repair or replacement does not renew or extend the terms of this warranty. Any warranty on the repair expires one year from the date of the initial installation or 45 days from the date of the repair, whichever is later. The repair must be performed by TLC Custom Design LLC and during regular business hours. There is no guarantee that the same or a similar product to the original flooring will be available at the time the repairs are made. You agree to accept a reasonable replacement product or substitute if either may become necessary. If additional materials are required, you shall be required to incur such costs.

We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring and installation location. Refusing to allow inspection voids this warranty.

AS HIGHLIGHTED IN THE "WHAT'S NOT COVERED" SECTION, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FURTHER, UNDER NO CIRCUMSTANCES WILL OUR LIABILITY ARISING OUT OF OR RELATING TO THE INSTALLATION OF YOUR FLOORING EXCEED THE TOTAL SUM PAID BY YOU FOR THE SERVICES AT ISSUE.

## HOW TO FILE A WARRANTY CLAIM

Visit TLC's business office, call us at 617-320-1135, or email us at [thang@tlccustom.com](mailto:thang@tlccustom.com) as soon as the problem is discovered. All claims must be submitted, however, prior to the original warranty expiration.

## YOUR RIGHTS

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This warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province. We maintain the exclusive right to alter the obligations and limitations of this warranty.

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**TLC Custom Design**

**301 Edgewater Place**

**Suite 100, Room 123**

**Wakefield, MA 01880**