



**HomeChoice**  
WINDOWS, DOORS & FLOORING

# Warranty

Home Choice Limited Warranty  
(Last updated: 11/2006)

HOME CHOICE warrants the quality of our floorcovering and underlayment installations, as defined in the Standards of Performance described below and not otherwise expressly limited in this warranty, to be free of defects and deficiencies for a period of 18 months from original installation, or 12 months after the new home sale closing date, whichever occurs first. (See section on Limited Warranty Extension)

The Limited Warranty is provided to the original purchaser of the home and to all subsequent owners who take title within the warranty period and use the home for their personal residence only.

Furthermore, for floorcovering materials which HOME CHOICE sells and installs, HOME CHOICE assigns to the purchaser additional warranties provided by these respective manufacturers. These material warranties vary in duration and terms according to the individual product and manufacturers. Copies of these warranties are typically provided to the home builder for distribution to home buyers at closing, or may be obtained by contacting HOME CHOICE directly.

The benefits included in HOME CHOICE Limited Warranty are only available when service is requested according to the procedure established by the home builder and HOME CHOICE. In addition, failure by the home owner to provide reasonable access to the home during normal working hours for making repairs will relieve HOME CHOICE from its obligation under this Limited Warranty.

Typically, requests for service to be performed under the Limited Warranty will be arranged through the home builder's Warranty Department; however, questions regarding floorcovering care and maintenance, warranty issues, or requests for literature may be made directly to HOME CHOICE.

HOME CHOICE Service Department  
8719 Kingston Pike  
Knoxville, TN 37923  
Phone: 865.357.7007 (Dave Ryan)  
Fax: 865.357.7008

HOME CHOICE reserves the right to use its judgement in determining the most appropriate remedy (i.e. cleaning, touch-up, repair, refinish, or replacement) to correct defects and deficiencies covered under this Limited Warranty. If replacement is necessary, HOME CHOICE

cannot guarantee either the availability, or the exact color, texture, and finish match of replacement material. If the material to be replaced has been discontinued, the purchaser will be offered a comparable substitute of equal value.

Actions taken by HOME CHOICE to remedy defects under this Limited Warranty do not extend the coverage period of the original Limited Warranty or the Limited Warranty Extension.

Occasionally, HOME CHOICE may offer to resolve a complaint for which we bear no responsibility under the Limited Warranty. In such instances, this offer in no way creates responsibility to provide a similar resolution in another situation for which we bear no responsibility.

### Standards of Performance

HOME CHOICE guarantees all floorcovering and underlayment materials we sell and install to be new and unused first quality products, in current production, and fully covered by manufacturer's warranties. HOME CHOICE does not trade in seconds, irregulars, off-goods, one-of-a-kind, or discontinued merchandise.

All material provided by HOME CHOICE will be stored, handled, transported, and installed in a manner consistent with the manufacturer's recommendations and established industry practices.

HOME CHOICE guarantees dye lots and color shades will be matched on all original materials which are seamed together as part of a continuous installation. When materials are not seamed together or are installed in separated areas, HOME CHOICE at its discretion may use different dye lots and color shades; however, these materials are guaranteed not to have obvious or inappropriate color differences. Color tone and grain variations are normal for natural hardwood productions and not guaranteed to match. Prefinished wood trim pieces are guaranteed to be those specified by the hardwood manufacturer; exact color matches of trim pieces with flooring planks are not guaranteed.

HOME CHOICE will install floorcovering products using a layout plan which is consistent with established industry practices, and provides the best combination of final appearance, seam location, and use of materials. Layout and pattern direction is at the discretion of HOME CHOICE unless otherwise agreed to in writing with the purchaser.

HOME CHOICE guarantees seams in carpet and vinyl installations to be made according to the product manufacturer's instructions and in compliance with established industry practices. Seams are warranted not to separate, gap open, or otherwise fail. Seams should be clean, neat, trimmed, and tightly bonded; seams are not guaranteed to be invisible. Carpet seams have a natural tendency to show a slight peak on the pile surface which may be more or less visible under certain room lighting conditions; this occurrence is not a warranty issue.

HOME CHOICE warrants against carpet wrinkling due to improper installation, and guarantees carpets will be properly stretched at the time of installation using power stretching equipment and recommended industry procedures. Carpet installed in new, unoccupied homes longer than six months must be inspected by HOME CHOICE prior to occupancy in order to maintain this warranty provision against future wrinkling. (Also, see section on Limited Warranty Extension above)

Patterned floorcoverings installed by HOME CHOICE are warranted to be squared-up and properly aligned with at least one wall in the installed area. Proper alignment is at the discretion of HOME CHOICE using established industry criteria. HOME CHOICE warrants that any pattern

mismatches, bows, or misalignments exceeding the manufacturer's specifications will be remedied.

#### Standards of Performance for Unfinished Hardwood Flooring

HOME CHOICE guarantees to provide unfinished hardwood products which comply with the National Oak Flooring Manufacturers Association (NOFMA) classification for the grade and species specified by the purchaser.

Unfinished hardwood flooring products delivered to the job site by HOME CHOICE are certified to have a moisture content within the range of 6% to 9%.

HOME CHOICE guarantees that unfinished hardwood flooring will not be installed or finished without written authorization from the purchaser if job site moisture conditions exceed the following limits:

At time of installation:  
Framed subfloor 14%  
Concrete Slab 5%

At time of Finishing:  
Unfinished hardwood flooring 12%

HOME CHOICE certifies that unfinished hardwood flooring will be installed and finished according to practices and procedures established by NOFMA.

HOME CHOICE warrants custom finished hardwood flooring to be free from the following defects: split planks, windshakes, de-lamination, gaps exceeding 1/16 inch, excessive over-wood, relative movement between planks or trim pieces, excessive sanding marks, cloudy stains or finishes, uneven application of stains or finishes, and finishes which are flaking, peeling, cracked, or soft. HOME CHOICE cannot guarantee that finishes will be dust-free considering that the finish is not applied in a controlled, dust-free environment.

#### General Exclusions

This Limited Warranty excludes any loss or damage which is not a covered defect including:

1. Loss or damage to any real or personal property which is not part of the floorcovering installation covered by this Limited Warranty.
2. Any damage, to the extent it is made worse by:
  - a. Negligence, improper maintenance, or product misapplication by anyone other than HOME CHOICE, its agents, or subcontractors.
  - b. Failure by the home owner or anyone else other than HOME CHOICE, its agents, or subcontractors to comply with the floorcovering manufacturer's warranty requirements.
  - c. Failure by the home owner to give timely notice to the home builder or HOME CHOICE of any floorcovering defects.
3. Loss or damage which the home owner has not taken timely action to minimize.

4. Any defect caused by, or resulting from materials or work supplied by someone other than HOME CHOICE, its agents, or subcontractors.
5. Normal wear and tear, or normal deterioration.
6. Any defects or damage caused by, or resulting from exposure to water, moisture, dampness, or high humidity.
7. Any defects or damage caused by, or resulting from deterioration or deficiencies in the subfloor or substrate under the floorcoverings including but not limited to movement, settlement, expansion, cracking, de-lamination, buckling, warping, or rotting.
8. Loss or damage, not otherwise excluded under this Limited Warranty, which does not constitute a defect in the workmanship or materials of floorcovering products installed by HOME CHOICE, its agents, or subcontractors.

#### Limitation of Liability

It is understood and agreed that HOME CHOICE'S liability under this warranty is limited to the remedies provided in this Limited Warranty. HOME CHOICE'S obligation under this Limited Warranty, and under any purchase agreements or contracts to provide materials or perform work, is limited to repair, refinishing, replacement. Under no circumstances shall HOME CHOICE be liable for any special, incidental, or consequential damages or expenses, even if HOME CHOICE has been advised of the possibility of such damages or expenses.

This Limited Warranty is the only warranty applicable to the workmanship or materials of floorcovering products sold or installed by HOME CHOICE, its agents, or subcontractors. All other warranties, expressed or implied, including but not limited to, all implied warranties of fitness or merchantability, are excluded and disclaimed.