



## **Limited Residential Warranty for Malibu Wide Plank Solid Hardwood Flooring**

Congratulations on purchasing your new Solid Hardwood Flooring. All of our hardwood floors are manufactured under the strictest quality controls. We hope you will enjoy your new floor at home.

We are pleased to offer you the following Residential Warranty Program on all prefinished flooring products installed following recommended installation guidelines and complying with floor maintenance procedures and specific relative humidity conditions within your home. Temperature should be maintained between 60-80 degrees and relative humidity between 30-50%.

This residential warranty is extended to the original purchaser of our prefinished hardwood floors. It applies strictly to residential and light commercial environments (business offices only). This warranty is not transferable to subsequent owners.

### **Pre-Installation Warranty**

Hardwood Floors are manufactured to the highest quality standards. However, it is the responsibility of the owner and installer to inspect each plank for quality, color, and finish before installation. This warranty does not cover materials with visible defects once they are installed. Please immediately contact your retailer if you are not satisfied with the planks before cutting it. Since wood is a product of nature, standard industry practice allows for up to 5% flooring shipped to have milling, handling, finish and/or grade defects. This warranty applies only to material that is excess of this 5%. We will replace or refund the purchase price of material deemed to be defective in excess of this 5%.

### **Product Variance from Sample**

There is always some variance in wood tones due to the natural characteristics of hardwood. Samples which have been subjected to excessive light may be slightly different or have aged over time may not be representative of the product as it is now being produced. This is not considered a manufacturing defect. No claim will be accepted for installed material due to sample and product color difference. Any material returned for deviation from sample color must be in new unopened cartons (one carton may be opened for comparison but it must be properly repackaged). Our products are handcrafted and because of this there may be some difference in scraping and/or texturing of the surface as a result of the natural characteristics of the materials used. This is not considered a manufacturing defect. You may have to pay a restocking fee if material is found to be within manufacturer's specification for color range.

## **Full Lifetime – Residential Finish Warranty (5 year - Commercial Warranty)**

We warrant to the original purchaser that, when maintained according to its care and maintenance recommendations, our floor will not wear through. (Commercial is 5 years – Offices only) If there is a problem with wear through, it must exceed 10% of the surface area. Re-coating of the floor in high traffic areas may be needed as part of the normal maintenance of the product

### **Radiant Heat**

Solid wood products are not warranted over radiant/in floor heating

### **Warranty Exclusions**

- Improper storage, handling or installation of flooring.
- Any cracks or splits not a direct result of manufacturing. Low relative humidity may cause your product to check, crack or split. High relative humidity or excessive moisture may cause a floor to cup. Cupping of the planks causes excessive tangential pressure on the planks resulting in previously sound character features, such as filler, sound checks and/or wind shake to develop, including finish failure and chipping to occur. This is a site related condition and not a manufacturing defect. Damage due to cupped floors is excluded from warranty coverage.
- Splintered edges, (This is a handcrafted product and some splintering may occur because of the handmade nature of the product. Splintered edges can be colored with a stain marker).
- Squeaking, popping, or crackling when walked on.
- Man-made or natural disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction.
- Any problems to the wood relating to sub floor moisture emissions.
- Any damage to the wood flooring related to excessively humid or excessively dry environmental conditions.
- Cupping or buckling of the flooring. This is a site related condition.
- Damage to the finish due to excessive moisture from any source.
- Any damage consistent with maintenance procedures including the use of a steam mop.
- Improper preparation of, or deficiencies in, the subfloor/floor joist assembly including, but not limited to, subfloor material, fasteners, patching or leveling compounds. These situations are considered to be part of the installation inspection process prior to installing the flooring. Do not install flooring if these situations exist.
- Insect infestation after shipment from the factory.

- Neglect or abuse including, but not limited to, not taking proper precautions to protect furniture legs and feet with felt protectors, dirty or improper casters, moving heavy objects without a dolly and/or protective plywood beneath.
- Damage from spiked and/or damaged heels and pet claws.
- Dents or scratches in the flooring from any source
- Falling objects which can dent or fracture the flooring and finish.
- Moisture infiltration from sidewalls or from any surface other than through the subfloor.
- Construction traffic abuse to the surface of the flooring.
- Non-factory applied finish (by the owner or installer) including, but not limited to, refinishing, recoating or cleaning and maintenance products.
- Maintenance issues including streaking or hazing of the finish due to using any cleaning product. Residue left from adhesives or solvent adhesive removers. We may make or suggest cleaning solutions, however any action or product you use is your responsibility. We do not warranty any cleaning products or suggested solutions.
- Normal color variations and natural characteristics of real wood products discovered AFTER the flooring is installed.
- The normal wearing of the finish in high traffic areas, pivot points, and seating areas. Gloss reduction is not considered wear through, and therefore is not covered under the finish warranty.
- Any damage to the flooring surface due to application of adhesive tape for any reason.
- Additionally, any defect must be seen from a normal inspection position and not through reflective or special lighting circumstances.

### **What Will We Do If Any of the Covered Events Occur?**

If any of the covered events occurs within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option.

In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule. Labor amounts are based on our pre-determined labor limits.

First two years of warranty period: labor reimbursed at 100% of reasonable and customary charges not to exceed our pre-determined labor limits. Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges. After 5 years no labor is reimbursed.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to painting, cleaning, plumbing, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

We reserve the right to verify any claim or defect by inspection and take samples for technical analysis prior to any determination of coverage in a timely manner typically 30 -60 days after a written claim is received by us.

We will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, then we will conclude that this is a site related condition that may not be acceptable for the installation of flooring.

### **Additional Terms of the Warranty**

The foregoing sets forth our sole obligations and liability under the Warranty. The Warranty is an exclusive remedy and is in lieu of all other express and/or statutory warranties. We disclaim all warranties not expressly set for the above.

### **To File a Claim**

If you need to file a claim under the Warranty Program, you must first contact your retailer or builder within 3 months of experiencing a problem.

A written notice of claim must be filed within the warranty coverage period. Information verifying date of purchase, identity of the original purchaser, and invoices as proof of purchase will be required. You must provide a copy of the invoice showing where and when you purchased your flooring. Homeowners who purchased a home with the flooring installed by the builder must show their product/flooring selection request from the builder. The floor must have been purchased from an authorized dealer and entirely paid for.

**Any action or proceeding in any way relating to or arising out of the warranties set forth herein shall be exclusively governed by the laws of the State of California. Exclusive Jurisdiction and venue of any such action or proceeding shall be vested in the San Mateo Superior Court, State of California or in the United States District Court, Northern District of California. You, the purchaser, irrevocably waive any objections you now have or may hereafter have to the convenience or propriety of this venue.**

**FOR TECHNICAL SUPPORT, PLEASE CALL 800-928-6168**

**Malibu Wide Plank™**