

## PLEASE READ BEFORE BEGINNING INSTALLATION

The National Wood Flooring Association and the Hardwood Plywood and Veneer Association have individually found that certain conditions will promote the longevity of wood flooring. According to these Associations, wood flooring performs best and will have normal movement when the interior site environment is controlled to stay within 30 percent relative humidity and 50% relative humidity, and between 60° F and 80° F.

Coverage under this warranty requires compliance at the installation site with these site conditions for at least three (3) days prior to and at all times during and after installation of the floor. The use of humidification or dehumidification devices or systems may be required, depending on your specific environmental conditions. Failure to comply with these requirements at all times shall void this warranty and any related warranties, may result in structural damage to your flooring, and is likely to cause any gaps, splits, splintering, cupping, and checking to become visible. Flooring formats offered by DUCHATEAU®, such as wood-based composites and engineered construction, while offering advantages in stability and installation options, can abnormally and excessively shrink or swell as a result of failure to maintain the proper environmental conditions at the installation site, as set forth herein. Those defects which arise due to failure to properly maintain the required environment conditions are not considered a defect under this warranty and will not be covered. If you have concerns as to whether you have the ability to maintain the necessary temperature and relative humidity levels in the property in which your floors will be installed, PLEASE DO NOT INSTALL THE FLOORS PRIOR TO CONFIRMING THAT ALL NECESSARY ENVIRONMENTAL REQUIREMENTS CAN BE MET AND MAINTAINED FOR THE LIFE OF YOUR FLOORING.

This warranty does not cover damage resulting from the use of adhesive tape of any kind for any period of time on our finished surfaces. Use of adhesive tape or similar products may result in removal of the finish of the Wood Products.

## WHAT IS COVERED BY THE DUCHATEAU® WARRANTY

### Limited Structural Integrity Warranty For as Long as You Own Your Floors

DUCHATEAU warrants to the original end user of its products that DUCHATEAU Quality Engineered Hard-Wax Oil Finished Floors ("Flooring"), in its original manufactured condition, shall be free from manufacturing defects in milling and grading for as long as you own your Flooring (except as otherwise noted below). This warranty is subject to standard trade allowance of up to 5 percent (5%) margin for natural or other imperfections or manufacturing defects, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds five percent (5%) of the total Flooring purchased and installed.

### 25-Year Residential Surface Finish Limited Warranty

The surface finish for Flooring purchased for residential use is warranted by DUCHATEAU not to wear through or separate from Flooring under normal residential traffic conditions for 25 years from the date of retail purchase so long as all care and maintenance instructions provided by DUCHATEAU are followed. Failure to care for and maintain your Flooring pursuant to DUCHATEAU's instructions may void this warranty. This "wear through" warranty is subject to a standard trade allowance of up to 10 percent (10%) of the total Flooring area and excludes stairs, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds ten percent (10%) of the total Flooring purchased and installed and stairs shall not be covered at all.

### 3-Year Commercial Surface Finish Limited Warranty

The surface finish for Flooring purchased for commercial use is warranted by DUCHATEAU not to wear through or separate from Flooring under normal commercial traffic conditions for 3 years from the date of retail purchase so long as all care and maintenance instructions provided by DUCHATEAU are followed. Failure to care for and maintain your Flooring pursuant to DUCHATEAU's instructions may void this warranty. This "wear through" warranty is subject to a standard trade allowance of up to 10 percent (10%) of the total Flooring area and excludes stairs, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds ten percent (10%) of the total Flooring installed and stairs shall not be covered at all.

## WARRANTIES APPLY TO ORIGINAL END USER ONLY

All Flooring warranties, including any implied warranties, apply to the original end user of the Flooring only. All warranty coverage terminates if you sell, transfer, or otherwise convey the Flooring or the property to which the Flooring is attached. DUCHATEAU shall be permitted the opportunity to conduct or cause to be conducted any inspections deemed reasonable or necessary by DUCHATEAU on all warranty-related product claims, and claimant agrees to allow a reasonable sample of installed Flooring planks to be removed and taken for analysis if determined to be necessary by DUCHATEAU. Claims will not be considered without such samples when required by DUCHATEAU. Evaluations for visual issues will be done from a standing position under normal lighting.

Any implied warranties on Flooring, including implied warranties of merchantability and/or fitness for a particular purpose, are limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## WHAT THIS WARRANTY DOES NOT COVER

In order to be covered under this limited warranty, the Flooring must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided with the Flooring. This warranty does not cover damage arising from improper installation of the Flooring. In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of DUCHATEAU Flooring products and may not be purchased via the internet, whether from an authorized dealer or not. DUCHATEAU offers no additional warranties, express or implied, other than those set forth herein. Neither your dealer, retailer, nor anyone else except the CEO and President of DUCHATEAU have the authority to alter the terms of this warranty.

Any representations or promises made by your retailer or installer are not binding on DUCHATEAU. This warranty does not cover minor separations between boards due to normal expansion and contraction that wood floors may experience based on weather conditions, environmental conditions, or other outside forces. This warranty does not cover cupping, delaminating, crowning, gapping, splitting, or checking that become visible due to excessive moisture, lack of moisture, low humidity, improper subfloor preparation, or other site conditions. This warranty does not cover damage resulting from the failure to properly maintain Flooring and may be voided due to failure to follow all DUCHATEAU care and maintenance instructions.

This warranty does not cover damage caused by improper or incorrect use or application of any product on Flooring.

This warranty does not cover any noise and/or sound issues related to the Flooring (e.g., squeaking or hollow sounds). DUCHATEAU makes no representations regarding the suitability of the Flooring with regard to sound transmission or abatement, nor does DUCHATEAU make any warranty regarding the Flooring's ability to meet or exceed any sound transmission or abatement requirements which may apply to your property or which may otherwise be desired by you.

This warranty does not cover naturally occurring elements of wood flooring, including but not limited to variations in color, grain, mineral deposit, open or closed knots, pits, worm holes, splits/checks, splintering, shake, unfilled grain, and other visual or natural imperfections, or other characteristics resulting from true craftsmanship or hand-scraping, wire brushing, or distressing.

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring.

This warranty does not cover any defects unless the square footage of such defective flooring exceeds 10 percent (10%) of the total square footage of your purchased Flooring, except as otherwise set forth herein.

This warranty does not cover manufacturing defects in Flooring that has been installed when such defects are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify DUCHATEAU of any such manufacturing defects before installing Flooring. If not properly notified of such visible or readily discoverable defects or issues, DUCHATEAU shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective Flooring and this warranty shall be voided with respect to such defects.

This warranty does not cover variances in grain or color found between samples or photographs supplied by dealers or variances in grain or color between samples and Flooring actually received by you. This warranty does not cover any change to the Flooring caused by exposure to light and oxygen, including any color change or the development of a unique patina over time. DUCHATEAU does not guarantee filler to be permanent, as it may require occasional touch up maintenance which is not covered by this warranty. This warranty does not cover indentations, scratches, or other damage caused by negligence, intentional acts, water, sand, abuse, or other misuse of the Flooring.

This warranty does not cover damage resulting from the failure to follow manufacturer's installation and maintenance instructions, including but not limited to the failure to use approved adhesives and moisture barriers. We recommend the use of DUCHATEAU adhesives - DUAG-71 Premium Wood Flooring Adhesive and DUAG-87 Superior 3-in-1 Wood Flooring Adhesive - for the installation of your DUCHATEAU hardwood flooring. We also recommend that you use only DUCHATEAU-approved maintenance products to clean and maintain your Flooring, including DUCHATEAU Premium Floor Cleaner & Protectant and DUCHATEAU Maintenance Oil. Use of cleaning or maintenance products other than those specially formulated for the Flooring, or improper use or application of any cleaning or maintenance product, may cause damage to the Flooring and may void this warranty. NEVER STEAM CLEAN OR STEAM MOP.

This warranty does not cover damage resulting from the application of adhesive tape of any kind on the Flooring for any period of time. Such application, and subsequent removal, may result in removal of or damage to the finish.

This warranty does not cover special, incidental, or consequential damages of any kind. Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitation may not apply to you.

## RADIANT HEAT SYSTEMS

Certain Flooring is warranted for use with radiant heat systems. If such Flooring is installed over a radiant heat system, the surface temperature of the Flooring must never exceed 82° F. Dramatic temperature changes may damage the Flooring. Flooring must be heated gradually in 5° F increments. We recommend a dedicated thermostat be installed to allow the temperature of the radiant heat system to be accurately controlled. For warranty coverage to apply, the Flooring must be authorized for use with a radiant heat system and the installation must conform to DUCHATEAU's Special Instructions for Installations over Radiant Heat Systems, including the placement of approved under-floor heat sensors. Please confirm with your retailer that your Flooring is warranted for use with Radiant Heat Systems before installing the Flooring.

## WHAT DUCHATEAU® WILL DO

DUCHATEAU will, at its option, either repair and/or replace the Flooring which is defective or credit you for the portion of the purchase price attributable to the Flooring which is defective, and will, in DUCHATEAU's sole discretion, either provide the labor necessary to repair or replace such defective Flooring or credit reasonable labor and associated shipping charges, in an amount determined to be reasonable in the sole discretion of DUCHATEAU, to you. Under no circumstances shall DUCHATEAU be liable to you for any other costs relating to any defects in the Flooring, including but not limited to costs of hotels or alternative housing requested or required during the inspection and/or repair process, removal of any household fixtures, furniture, or other items required to allow for the repairs or replacement to take place, removal or replacement of cabinets, islands, countertops, baseboards, or other fixtures or property which are built over or on top of the flooring or which may otherwise need to be removed to repair or replace the Flooring, cleaning fees, or other costs which may be incurred directly or indirectly as a result of the repair and/or replacement of all or any part of your flooring. Under no circumstances shall DUCHATEAU be responsible for costs or fees in excess of the total amount of the purchase price of your Flooring. Due to the unique nature of the flooring products offered by DUCHATEAU, DUCHATEAU does not warrant or represent that any Flooring offered to repair or replace any portion of your Flooring will match the original Flooring in terms of color, tone, pattern, or other natural characteristics of wood. These remedies are your sole and exclusive remedies under this warranty.

## HOW TO GET SERVICE

First, contact your retailer or distributor. If you have additional questions or concerns, please contact DUCHATEAU by telephone at 1-888-DUCHATEAU, by mail at 8480 Miralani Drive, San Diego, CA 92126, or by email at [claims@DUCHATEAU.com](mailto:claims@DUCHATEAU.com).

Where possible, any complaints made under this warranty will be resolved within 30 days. However, due to the nature of certain complaints and/or forces outside DUCHATEAU's control, certain complaints may take longer to resolve. If your complaint has not been resolved by your retailer within 30 days of your notification to the retailer, please contact DUCHATEAU directly for further assistance.

## YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## GOVERNING LAW, FORUM, AND VENUE

This warranty shall be interpreted in accordance with the laws of the State of California, without regard to any choice of law provisions, which might otherwise apply in California or elsewhere.

If a dispute arises under, from, or is related to this warranty or the Flooring provided hereunder, whether based on contract, tort, statute, or other legal or equitable theory, the parties will have 30 days to resolve the matter themselves. After 30 days, if the parties fail to resolve the matter, the exclusive remedy for the dispute will be submission of the dispute to final and binding arbitration in the County of San Diego, State of California. Any arbitration under this warranty will be administered by the American Arbitration Association, and according to the Commercial Arbitration rules set thereby. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom the judgment is to be enforced.

The parties agree that no arbitration proceeding hereunder will be certified as a class action or proceed as a class action, or proceed on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers, potential customers, or persons similarly situated. Similarly, no arbitration proceeding hereunder may be consolidated with, or joined in any way with, any other arbitration proceeding. THE PARTIES AGREE TO ARBITRATE ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

DUCHATEAU Hardwood Floors Installation Guidelines are intended to offer general guidance as it relates to DUCHATEAU Hardwood Floors and are not a replacement for a licensed contractor who is experienced in installation of engineered hardwood flooring. For best results, we suggest using a licensed contractor for installation who is certified by the National Wood Flooring Association. DUCHATEAU Hardwood Floors must be installed according to the National Wood Flooring Association's installation guidelines in order for this warranty to be valid. The most current publication of the National Wood Flooring Association guidelines is available at [www.nwfa.org](http://www.nwfa.org), where you can also find professional, licensed installers who are certified by the National Wood Flooring Association.

Due to the natural materials and unique finishing processes, DUCHATEAU wood products may experience tonal and color variation between planks depending on time in or out of the box and conditions such as weather, temperature, location, moisture levels, or proper maintenance and installation. To avoid dramatic variation mainly caused by aging, it is recommended installation be completed from the same lot.