



# DuChâteau® Limited Warranty for DuChâteau® Wall Coverings

## Moisture and Humidity – PLEASE READ BEFORE BEGINNING INSTALLATION

Room temperature and humidity of installation area should be consistent with normal, year-round living conditions for at least one week before installation of DuChâteau® Wall Coverings. Room temperature of 65°F to 75°F and a humidity range of 35% to 65% should be maintained during acclimatization, installation, and at all times afterward. Warning – humidity levels outside of these recommended levels will likely cause movement in your DuChâteau® Wall Coverings, including gapping between pieces and possible cupping and checking in the face.

DuChâteau® cannot be held responsible for site conditions. DuChâteau® Wall Coverings formats, such as solid wood and wood veneer products, are particularly susceptible to showing movement such as edge and end shrinking and face checking when installed at relative humidity levels below the stated minimums on site and/or tip-raising and subsequent end-shrinking when installed over a wet surface or at relative humidity levels above the stated minimums on site.

**IMPORTANT:** Due to the natural materials and unique finishing processes used by DuChâteau®, DuChâteau® Wall Coverings may experience tonal and color variation between planks depending on, among other things, time in or out of the box and conditions such as weather, temperature, location, moisture levels, exposure to sun or other elements, and improper maintenance and installation. To avoid dramatic variation between separate pieces of DuChâteau® Wall Coverings, it is recommended that installation be completed from the same lot whenever possible. Please note all measurements are approximate and are subject to variation without prior notice. Please verify all measurements prior to installation.

## WHAT IS COVERED BY THE DUCHÂTEAU® WARRANTY?

### 5 – Year Limited Structural Integrity Warranty

DuChâteau® warrants to the original retail purchaser of its DuChâteau Wall Coverings (“Wall Coverings”) that the Wall Coverings, in their original manufactured condition, shall be free from manufacturing defects in milling and grading for the period of 5 years from the date of retail purchase (except as otherwise noted below).

### 3 – Year Residential Surface Finish Limited Warranty

DuChâteau® warrants to the original retail purchaser of the Wall Coverings that the surface finish for Wall Coverings purchased for normal residential use is warranted by DuChâteau® not to wear through or separate from the Wall Coverings for the period of 3 years from the date of retail purchase under normal residential conditions and so long as all care and maintenance instructions provided by DuChâteau® are followed. Abnormal use or conditions or a failure to follow all care and maintenance instructions may void this warranty.

## WARRANTIES APPLY TO ORIGINAL PURCHASER ONLY

All Wall Coverings warranties set forth herein, including any applicable implied warranties, apply to the original retail purchaser of the Wall Coverings only. All warranty coverage terminates if you sell or otherwise transfer the Wall Coverings or the property to which the Wall Coverings are attached.

## LIMIT ON IMPLIED WARRANTIES

To the greatest extent permitted by law, any implied warranty on wall coverings, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this limited 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 Wall Coverings must be properly installed by a licensed contractor in accordance with all installation instructions provided to you with the Wall Coverings and also available on the DuChâteau® website (<http://duchateau.com/about/technical/warranty/>). This warranty does not cover damage arising from improper or unauthorized installation of the Wall Coverings. In order to be covered under this limited warranty, the Wall Coverings must be purchased from an authorized dealer of DuChâteau® Wall Coverings products. DuChâteau® offers NO additional warranties, expressed or implied, other than those set forth herein and required by law. Neither your retailer nor anyone else has the authority to alter the terms of



this warranty. Any representations or promises made by your retailer or installer which are not expressly set forth herein are not binding on DuChâteau®.

This warranty does NOT cover minor separations between boards due to normal expansion and contraction that Wall Coverings may experience, based on weather conditions or other natural or outside forces. This warranty does not cover cupping, delaminating, and/or crowning due to excessive moisture or humidity. This warranty does not cover damage resulting from the failure to properly maintain the Wall Coverings and may be voided due to your failure to follow all DuChâteau® care and maintenance instructions. This warranty does not cover damage caused by improper or incorrect use or application of any product on the Wall Coverings. This warranty does not cover naturally occurring elements of within the Wall Coverings, including but not limited to open knots or other characteristics resulting from true handmade craftsmanship of the Wall Coverings.

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Wall Coverings. This warranty does not cover any defects unless the square footage of such defective Wall Coverings exceeds ten percent (10%) of the total square footage of your purchased Wall Coverings.

This warranty does not cover manufacturing defects in Wall Coverings which have been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify DuChâteau® of any such manufacturing defects before installing Wall Coverings. If not properly notified, DuChâteau® shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Wall Coverings.

This warranty does not cover variances in grain or color found in samples or photographs supplied by dealers or retailers or variances in grain or color between samples and Wall Coverings actually received by you, which occur due to the manufacturing process and the use of natural products. Due to the nature of the Wall Coverings, no two Wall Coverings will look exactly the same.

This warranty does not cover any change to the Wall Coverings caused by exposure to light, smoke, water, or oxygen, including any color change or the development of a unique patina over time. This warranty does not cover indentations, scratches or other damage caused by negligence, intentional acts, water, sand, abuse or other misuse of the Wall Coverings.

This warranty does not cover damages resulting from the failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels. This warranty does not cover surface checking resulting from high or low relative humidity and/or mildew, discoloration, or cupping resulting from moisture behind the walls on which the Wall Coverings are attached.

This warranty does not cover damage resulting from the failure to follow DuChâteau®'s installation instructions, including but not limited to the failure to use licensed contractors for installation, failure to use appropriate adhesives, and/or failure to properly apply appropriate moisture barriers.

This warranty does not cover damage resulting from the use of adhesive tape of any kind for any period of time. Use of adhesive tape or similar products may result in removal of the finish of the Wall Coverings.

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.

## **WHAT DUCHÂTEAU® WILL DO**

DuChâteau® will, at its option, either repair and/or replace the Wall Coverings which are defective or credit you for the portion of the purchase price attributable to the Wall Coverings which are defective. You are responsible to pay for shipping and handling for any replacement Wall Coverings, along with any and all other costs related to the defective Wall Coverings (e.g., labor to remove Wall Coverings, labor to install replacement Wall Coverings, additional materials required to install replacement Wall Coverings, removal of any household fixtures or furniture required to repair or replace the Wall Coverings, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement Wall Coverings are not guaranteed to match the original Wall Coverings 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 have additional concerns, or if your retailer or distributor is not providing adequate service, please contact DuChâteau® 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 DuChâteau®'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 DuChâteau® 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. DuChâteau® and you, the end customer, agree that the Superior Court of California shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or the DuChâteau® Wall Coverings. You acknowledge and agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of San Diego, State of California to the greatest extent permitted by law, and you agree to submit yourself to the sole and exclusive jurisdiction of the State of California with regard to such actions or proceedings to the greatest extent permitted by law. Your state may not permit the venue and jurisdictional agreement set forth herein, in which case such limitations will not apply to you to the extent forbidden by the laws of your state. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

**Stop! If you do not agree with the terms and conditions set forth herein, do not open the materials provided in this box or any other box. Please contact your retailer for return instructions. By accepting and installing these wall coverings, you will be deemed to have accepted the warranty terms and conditions set forth herein.**

DuChâteau® Installation Guidelines are intended to offer general guidance as it relates to DuChâteau® Wall Coverings and are NOT a replacement for a professional, certified installer.

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.