

## Residential Warranties Multiply Engineered Flooring

(updated 1/1/2020)

These warranties cover Royal Oak, Royal Oak Maison, CASA, Silver Oak, Tuscany Wide, Tuscany Random Widths, American Vintage, Modern Farmhouse, and Modern Craftsman Collection

## **Limited Lifetime Structural Defect Warranty**

D&M warrants to the original purchaser for residential installation that its products are free from structural defects.

Flooring must be installed professionally in compliance with the procedure outlined in the D&M installation instructions. Failure to install in accordance with the instructions will void this warranty.

## **Limited Surface Finish Warranty**

D&M warrants to the original purchaser for residential installation that, under normal residential conditions and with proper maintenance, its surface finish will not wear through 25 years from the date of purchase.

Flooring must be used under normal residential traffic conditions, all care and maintenance instructions provided by D&M must be followed for warranty to be valid. The use of other products not approved by D&M may damage the floor and void this warranty.

## **Residential Exclusions**

Buyer's exclusive remedy and D&M's sole liability on any claim shall be limited to the repair or replacement of the visible defective products or refund of the purchase price only, at our option. D&M limited warranty does not cover the following conditions:

- Scratches, indentations or damage caused by accidents, negligence, everyday wear, abnormal wear and abuse including heavy or concentrated foot traffic, spiked heel shoes, house pets, sand, grit, abrasive substances and heavy objects or furniture rolled or dragged across the surface.
- The warranty does not cover insect infestation after the products have left our factory.
- Knot holes, worm holes, splits, heartwood, mineral streaks and any imperfection in the surface of the floor.
- The limited warranties do not cover variations of color, shade or texture of the floor you purchase from those shown on samples or photographs.
- Hardwood flooring is a product of nature, and will change or fade in color over time. We do not warrant the color change to any products which result from UV light exposure. Area rugs should be moved periodically to minimize the effects of ultraviolet light on the flooring.
- A floor is designed to perform in an environmentally controlled structure. It is very important to maintain the room with 35%-55% humidity level and room temperature between 60F-80F throughout the year, through the use of humidifier or dehumidifier.
- Splits, checks or cracks in the flooring used in environments that are excessively dry, excessively humid, or prone to dramatic variations in humidity is not covered by the limited warranties.
- Damage due to water saturation including but not limited to building leaks, plumbing leaks or overflows, leaks from dishwashers or refrigerator ice making units, wet or damp basement/crawlspaces, concrete sub-floors that have not cured, plywood sub-floors with excessive moisture, etc. Also wet-mopping is excluded.
- The limited warranties do not cover noises, such as popping, crackling, or squeaking.
- Stains due to oil or other liquids spillages.
- Loss of gloss or build-up of dulling film due to lack of maintenance or improper maintenance.
- Failure to support furniture with floor protectors made of non-staining felt or non-pigmented hard plastic.
- Telegraphing. (regardless of cause)
- Limited Warranties do not cover noises, such as popping, crackling, or squeaking.

- An edge to splinter or chip caused by moving heavy objects across the floor.
- The use of putties during and after the installation of wood flooring is considered normal and is not cause for a claim against this warranty.
- Any flooring installed over radiant heat system.
- Any associated costs such as labor or any other related material. We are not responsible for any labor charges of any kind either in
  the reinstallation or in the dismantling and removal of products previously installed, and cabinets, appliances, furniture or other
  fixtures, etc.
- Products that are sold final sale or "AS IS".
- Our products are manufactured in accordance with accepted industry standards which permit a defect tolerance not to exceed 5%. The defects may be of a manufacturing or natural type. Order 5% above actual square footage to allow wastes from grading and cutting.
- Prior to installation of any flooring, the installer must determine that the job-site environment and the sub-surfaces involved meet r exceed all requirements as stated in the installation instruction. We can not accept any responsibility for job failure resulting from and associated with sub-surface or job-site environment, climate and deficiencies.
- The installer/homeowner has the final responsibility to inspect as to the condition of the products including quality, finish, and whether it is the correct product ordered (type, quantity, color, grain, size, and condition). He must use reasonable selectivity and hold out or cut off pieces with visible defects whatever the cause. We will not be responsible for any problems resulting from the installation of visible defects.
- Should any board be unacceptable regardless of the reason, and need to be returned, exchanged or replaced for any reason, the supplier must be notified **BEFORE** installation. Once the flooring installed, it is considered as having been accepted. We will not accept any return, exchange or replace for any reason after installation. We do not accept any opened box for return and exchange.

These limited warranties are to the original purchaser and is not transferable, applies only where the affected area of the flooring is visible, and covers an area greater than 10% of the room.

This writing is the complete and exclusive statement of the warranty, and is in lieu of all other express and/or statutory warranties. We assume no liability for incidental or consequential damages. Any claim must be received in writing along with sample and picture from the direct purchaser, and no claim will be considered without such written notice.

It is the floor purchaser's responsibility to ask for the limited warranty from the supplier and follow the contents of the warranty.