

## Commercial Warranties for Multiply Engineered Flooring (updated 1/1/2018)

## Limited Lifetime Structural Defect Warranty

D&M warrants to the original owner/purchaser for commercial 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 owner/purchaser that the above surface finish will not wear through or separate from the wood floor for a full 3 years from the date of purchase. Flooring must be used under normal commercial traffic conditions, all care and maintenance instruction 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.

## **Commercial 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:

- Failing to follow the recommended installation and maintenance procedures specified and provided by D&M and/or failure to use the manufacturer's recommended adhesives and maintenance products in accordance with these procedures.
- The warranty does not cover insect infestation after the products have left our factory.
- Natural expansion or contraction resulting in gaps between boards. Maintain an indoor relative humidity level of 35% to 55% and temperature of 60F-80F.
- The limited warranties do not cover products that have been installed with obvious visual defects or not in purchaser/architect/designer specifications for wood specie, color, width, grain, finish (gloss level) or pattern.
- The Limited Warranties do not cover noises, such as popping, crackling, or squeaking.
- Stains due to oil or other liquids spillages.
- 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.
- 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.
- 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.
- 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 or 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/purchaser 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.

- The limited warranties do not cover variations of color, shade or texture of the floor you purchase from those shown on sample boards or photographs.
- Knot holes, worm holes, splits, heartwood, mineral streaks and any imperfection in the surface of the floor.

This limited warranty is to the original purchaser and is not transferable, applies only where the affected area of the flooring is visible.

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.