

# M A D E R A

## **MADERA FLOORING LIMITED WARRANTY**

### **MADERA RESPONSIBILITIES**

#### ***Structural Warranty***

MADERA's warranty commitment is to provide quality engineered hardwood flooring that is free from manufacturing defects in milling and lamination for the lifetime of the product.

#### ***Oil Finishes***

MADERA products coated with natural oil finishes are covered under this warranty only when cleaned and maintained per the guidelines set forth for the applicable coating type. (See maintenance section of METHODS) That maintenance may require re-application of the oil finish by a flooring professional during the period of this warranty, and the need for such re-application does not constitute a product failure. The frequency of the maintenance required to maintain a wood floor finished with natural oil may vary significantly from one setting to the next depending on foot traffic. With oil-finished floors, water and other liquids left for prolonged periods without being wiped up may cause spotting, which is normal and will not be considered a product defect. Gloss reduction is not considered wear through and is not covered under this warranty, regardless of finish type.

These warranties are given only to the original retail purchaser of the flooring. No warranties are transferable. MADERA reserves the right to verify and inspect any and all warranty claims. Warranty claims may be investigated and inspected by company personnel and/or NWFA Certified Hardwood Flooring Inspectors at our option. Some defect claims may require the removal of samples for analysis. Responsibility for replacement costs of materials will be determined after cause and analysis is made. MADERA will repair and/or replace any material deemed defective at our option. MADERA will directly reimburse the original purchaser. In the event that the defective flooring is unable to be repaired in a reasonable number of attempts, MADERA will reimburse the original purchaser the purchase price of the flooring for the defective portion of the floor.

### **CUSTOMER RESPONSIBILITIES**

- Customer must retain the original sales receipt.
- Customer must follow the installation instructions provided in The Wood Life Manual.
- Customer must follow proper maintenance and floor care procedures, using proper maintenance and cleaning products as prescribed for the applicable coating type. See MADERA's TheWoodLife Manual + Maintenance guidelines to identify the correct coating and cleaning/maintenance regimen.
- Hardwood flooring is a natural product. Wood expands and contracts according to humidity and moisture conditions. Humidity within the space where wood flooring is installed should be maintained between 35% and 55% year-round. Failure to do so could result in cupping, cracking, and other floor failures.

### **INSTALLER RESPONSIBILITIES**

- Carefully follow the MADERA Flooring Installation Instructions applicable to the product being installed.
- Verify that the flooring has been properly acclimated. Verify that installation and/or site conditions are adequate for the installation and ensure that humidity and temperature conditions are maintained during acclimation and installation.

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- Verify that the subfloor is clean, dry, flat, and structurally sound per the requirements listed in the Installation Instructions.
- Check the flooring for manufacturing defects and/or visible damage. Verify prior to installation that any hardwood flooring that will be installed has been manufactured within acceptable tolerances and is visually satisfactory to the end-user. When in doubt, do not install.

## **WARRANTY DISCLAIMERS**

Things not covered by MADERA's Warranty:

- Wood flooring installed in full bathrooms with a shower or tub
  - Damage caused by fire, flooding and other natural disasters and/or Acts of God
  - Damage caused by negligence, accidents, misuse or abuse
  - Damage caused by vacuum cleaner beater bar or hard heads
  - Damage caused by appliances, furniture, and casters
  - Damage caused by cutting from sharp objects
  - Reduction in gloss, scratches, or indentation due to sand, pebbles or other abrasives, debris, pets, insects, construction traffic, or failure to maintain the floor as required
  - Color, shade, or texture variations between samples, printed color photography or replacement flooring and original flooring material
  - Changes in color due to exposure to air, sunlight and age
  - Noises (squeaks, etc.) associated with anything other than the improper manufacture of the flooring
  - Naturally occurring wood characteristics such as variation in grain, mineral streaks, and knots
  - Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners including but not limited to uneven subfloor surfaces, floor deflection, voids in the sub floor, or excessive moisture in the subfloor
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- Natural expansion and contraction resulting in separation between boards or damage caused by excessively high or low humidity
  - Minor cracks or separations between the flooring boards caused by expansion and contraction due to seasonal changes
  - Cupping or crowning in the flooring boards due to excessive subfloor moisture or low humidity
  - Construction or installation-related damage
  - Floors damaged or adhesive breakdown caused by subfloor moisture or water damage, including without limitation to broken or leaking water pipes, flooding, wet mopping spills or weather conditions
  - Installation defects including installations made in violation of applicable state or local housing or building codes, or contrary to the Installation Instructions furnished with the product and is visually satisfactory to the end-user. When in doubt, do not install.

## **COLOR DISCLAIMER**

There are color and pattern variations in all wood. This is characteristic of a living tree. All wood will go through natural color changes from the effects of oxidation and ultraviolet light. In some species such as American Cherry, Walnut and some exotics this color change is more pronounced. This is not a product defect and is not covered by the warranty. Many MADERA hardwood floors are colored by smoking (fuming) and other treatments that create color by reacting with naturally-occurring compounds in the wood. Natural variations in

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the concentrations of those compounds from board to board may be significant and result in color variation that exceeds the variation in the untreated wood. This enhanced color variation is considered part of the appeal of this coloring technique and is not considered a manufacturing defect.

## **RADIANT HEAT**

When the appropriate installation instructions are followed, some MADERA Engineered Wood Floors are fully warranted over hydronic radiant heat systems. Refer to the 'Radiant Heat Systems' section of the Installation Instructions to verify whether or not a product is warranted. The warranty will be void if any of the requirements and installation instructions in the 'Radiant Heat Systems' section of the Installation Instructions are not fully met. NOTE: in wood flooring installations over radiant heat, moderate surface checking, cracking (especially at the ends of boards and around knots), shrinkage, gapping between planks, and slight cupping are all to be expected and do not constitute a product defect.

## **WARRANTY EXCLUSIONS**

It is the responsibility of the installer to inspect the flooring for manufacturing defects and/or visible damage prior to installation. MADERA accepts no responsibility for liabilities, claims, or expenses, including labor costs, where flooring with visible defects has been installed. No retailers, distributors or employees have the authority to alter the obligations, limitations, or exclusions under any of the MADERA warranties. MADERA excludes and will not be liable for or pay incidental, consequential or special damages under any warranties. This means any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. These limited warranties constitute the only express warranties for the product purchased. To the extent permitted by law and for all non-consumer products, all warranties other than MADERA limited warranties express or implied, including any warranty merchantability or fitness for a particular purpose, are disclaimed. If any implied warranty arises under state law, any and all implied warranties (including any warranty of merchantability and fitness for a particular purpose) are limited in duration to the duration of this written warranty, to the extent allowed by law. Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply. These warranties give the customer specific legal rights, and the customer may also have other rights that vary from jurisdiction to jurisdiction.

*Madera wants everyone who joins TheWoodLife to be happy and satisfied with their purchase. If there are claims or questions, or in the event that you are not totally satisfied with your hardwood floor please call or email us.*