

# D & M Flooring

## Limited Warranty for Light Commercial Use of Engineered Hardwood Flooring

### Structural Integrity Warranty

D & M warrants to the original purchaser for light commercial installation that its products are free from any manufacturing defects for 5 years from the date of purchase. Product exposed to adverse conditions or relative humidity levels outside of the recommended range of 45-55%, room temperature outside of 60-75F will void this warranty.

- D&M strongly recommends glue-down to be the best way to install its engineered flooring. Any squeak and popping sound related issues after nail-down installation is not considered as manufacture defect and will not be covered by our warranties. No warranty coverage is provided for flooring that contains obvious defects of any kind that were installed nonetheless. It is critical that all installations are done in compliance with the procedure outlined in the D&M installation instructions. Failure to install in accordance with the instructions will void all warranties.

In order for this limited warranty to be valid, flooring must be professionally installed, used under normal traffic conditions, and all care and maintenance instructions provided by D & M must be followed. If any of the warranty, installation instructions and maintenance sheet was not provided, it is the end user or the installer's responsibility to request the current version of these documents and information.

### Light 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:

- 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.
- Natural wood characteristics such as mineral streaks, small knots, grain and color variations, etc. are normal and are not considered as defects. We cannot warrant against natural variations and the normal minor differences between color of the samples and that of the installed floors.
- 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 45%-55% humidity level and room temperature between 60-75F throughout the year, through the use of humidifier or dehumidifier.
- Excessive ground moisture caused by natural weather conditions including but not limited to: excessive rainfall, hurricanes, tornadoes, flooding or other natural disasters are not covered by the terms of this warranty.
- 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.
- Cupping resulting from excessive moisture on the underside of the flooring or by conditions that cause rapid drying on the surface.
- Surface checking, cracking or other damage resulting from low relative humidity and/or mildew.
- Discoloration which is caused by improper maintenance, climate or environment related conditions.
- Telegraphing. (regardless of cause)
- Squeak and popping sound related issues.
- An edge to splinter or chip caused by moving heavy objects across the floor.
- The use of putties during and after the installation of hardwood flooring is considered normal and is not cause for a claim against this warranty.
- Any flooring installed over radiant heat system or over non-approved subfloor.
- Any flooring installed using any non-approved adhesives that are not listed in D&M's installation instruction sheet.
- Any finish damage caused by using an oil soap type product or ammonia-based cleaners on the hardwood floor.
- 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 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/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.

This limited warranty is 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.