



ENGINEERED WOOD FLOORING



LIMITED WARRANTY GUIDE

LIMITED WARRANTY

Who Is Covered?

All warranties in this Limited Warranty Guide are given only to the original retail purchaser of our product. Our warranties are not transferable.

What Is Covered And For How Long?

The limited warranties described in this guide are subject to the product applications, limitations, disclaimers and exclusions described below. All warranties run from the date of retail purchase for the applicable period described in this guide.

What Are You Responsible For Under Our Warranties?

To be covered under our limited warranties you need to retain your sales slip and make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring. You must also properly care for your new floor. We recommend that you use only our specially formulated floor care products to preserve your flooring. Use of floor care or sundry products (i.e. adhesives) other than those we have specially formulated and recommend for use with our flooring products may damage your floor and void this warranty.

What Will We Do If Any Of The Covered Events Occur?

If any of the covered events listed in this guide occurs within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule.

First two years of warranty period: labor reimbursed at 100% of reasonable and customary charges. Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

These are the exclusive remedies under this limited warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

What Is Excluded From These Limited Warranties?

None of our installers, retailers, distributors or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties.

WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OUR LIMITED WARRANTIES. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Our limited warranties constitute the only express warranties for the product purchased.

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCT, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF 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 TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

What Is Not Covered By These Limited Warranties?

- The Limited Warranties do not cover conditions caused by improper use or maintenance, such as: (see Care and Maintenance Guidelines)
- 1. Reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by pets.
- 2. Damage caused by negligence, accidents, misuse, or abuse (i.e., dragging object across the floor without proper protection).
- 3. Wear caused by pebbles, sand or other abrasives, construction traffic, or failure to maintain the floor as required (see Care and Maintenance Guidelines).
- 4. Damage caused by caster wheels or vacuum cleaner beater bars.
- 5. Failure to support furniture with floor protectors that at least one inch in diameter, made of non-staining felt or non-pigmented hard plastic, rest flat on the floor and are replaced regularly.
- Splits, cracks, grain raising, checking, edge fracturing, splintering or chipping that occurs during or after the floor has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity) are not covered by these limited warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%
- Wood flooring installed in full bathrooms with a shower or tub.
- Damage caused by fire, flooding, and other natural disasters and Acts of God.
- Changes in color due to aging, excessive moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish/stain) is not considered a defect. Certain species including, but not limited to, American Cherry, Walnut, Brazilian Cherry, and Merbau are especially susceptible to color change. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.
- Color, shade, or texture variations between samples, printed color photography or replacement flooring and the actual material.
- Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g., cabinets, stair railings, trim, etc.).
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Noises including, but not limited to, squeaks, popping, etc.
- A product deformity that is not measurable or that is visible only under certain light or from a certain angle is not considered a defect and is therefore not covered by these warranties. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of installed floors, and color variations from board to board.
- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.
- Products designated as "thrift," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "rustic," "close-out," "off-goods" or "non-standard." Such products are sold "AS IS."
- Floors that are installed in other than owner-occupied or tenant-occupied residences.
- Commercial installations of residential products.
- Construction or installation-related damage.
- Floors damaged by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping spills or weather conditions.
- Installation defects, including installations made: (i) in violation of applicable state or local housing or building codes, or (ii) contrary to written instructions furnished with the product.

NOTE: YOU AND YOUR INSTALLER ARE RESPONSIBLE TO INSPECT FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED.

What Should You Do If You Have A Problem?

We want you to be happy with your floor purchase. If you are not, call your retail store first. They can answer your questions and, if necessary, start to process a claim. If you have further questions, please contact us at:

New Castle Living
520 Herndon Parkway
Herndon, VA 20170
844-84CASTLE (22785)

PLEASE KEEP YOUR SALES RECEIPT. INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND PROOF OF PURCHASE MUST BE PROVIDED.

IMPORTANT NOTE: While the majority of claims are resolved with the help of your retailer within 30 days from the day you contact them, some claims may require additional attention. In the unlikely event that your claim is not resolved within 30 days, please contact the New Castle Living Floor Products Claim Center indicated above no later than 60 days from the date you first discovered the problem with your floor. It is your responsibility to file a timely claim to protect your rights under these limited warranties.

Footnotes:

(1) We warrant that the covered products, in their original manufactured condition, will be free from defects in grading, lamination and assembly for as long as you (the original purchaser) own the floor.

(2) We warrant to you (the original purchaser) that for the period indicated, the finish on the covered product will not wear through, and that the finish will not separate from the wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty.

(3) We warrant to you (the original purchaser) that for the period indicated, the finish on the covered product will not wear through, and that the finish will not separate from the wood flooring under normal commercial use when maintained in accordance with our recommended maintenance guidelines. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty.

(4) We warrant to you (the original purchaser) that for the period indicated, the acrylic-infused wear layer will not wear through under normal household or commercial use when maintained in accordance with our recommended maintenance guidelines.

(5) We warrant to you (the original purchaser) that the covered products may be professionally sanded and refinished at least 3 times or 1 time as specified by product if proper sanding and refinishing procedures are followed as specified by the National Wood Flooring Association (www.nwfa.org). Sanding voids (2) and (3).

(6) We warrant to you (the original purchaser) that, each of our recommended adhesives will maintain its bond when properly installed with our covered flooring products and when maintained in accordance with our recommended maintenance guidelines. For residential installations, the adhesive bond warranty will remain in effect for as long as you own your floor. For commercial installations, the adhesive the covered hardwood flooring products, will not release from the subfloor for a period of 7 years from the time of installation. To be covered by this warranty, subfloor moisture levels must be less than 12 lbs./24 hours/1000 sq. ft. per a calcium chloride test at the time of installation. To ensure your warranty remains effective, keep your proof of pre-installation moisture test results. This is a one-time repair and replacement warranty only.

(7) We warrant that the covered products are manufactured in accordance with accepted industry standards, which permit grading deficiencies not to exceed 5% over the entire floor. You or your installer should carefully inspect the products before installation for any milling, dimension or visual defects. The installer must use reasonable selectivity and hold out or cut off pieces with deficiencies. Since wood is a natural product, there will be natural variations in color, tone and grain that are not covered by our warranties. The pre-installation warranty expires upon installation.

(8) Floors installed over radiant heated subfloors,



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