



DuCHÂTEAU

QUALITY ENGINEERED
Warranty



DuChâteau® Floors Limited Warranty for DuChâteau Quality Engineered Hard Wax Oil Finished Floors

Moisture and Humidity – PLEASE READ BEFORE BEGINNING INSTALLATION

Room temperature and humidity of installation area should be consistent with normal, year-round living conditions for at least a week before installation of wood flooring. Room temperature of 65°F to 75°F and a humidity range of 35% to 65% should be maintained during acclimatization, installation, and at all times afterward. Warning – humidity levels below these recommended levels will likely cause movement in the flooring, including gapping between pieces and possible cupping and checking in the face. DuChâteau cannot be held responsible for site conditions. Flooring formats, such as plywood based engineered wood flooring, are particularly susceptible to showing movement such as edge/end shrinking and face checking from relative humidity below the stated minimums on site and/or tip-raising and subsequent end-shrinking if installed over a wet subfloor.

WHAT IS COVERED BY THE DUCHÂTEAU® WARRANTY

Limited Structural Integrity Warranty For as Long as You Own Your Floors

DuChâteau warrants to the original retail purchaser of its products that DuChâteau Quality Engineered Hard-Wax Oil Finished Floors (“Flooring”), in its original manufactured condition, shall be free from manufacturing defects in milling and grading for as long as you own your Flooring (except as otherwise noted below).

25 – Year Residential Surface Finish Limited Warranty

The surface finish for Flooring purchased for residential use is warranted by DuChâteau not to wear through or separate from flooring for 25 years from the date of retail purchase under normal residential traffic conditions so long as all care and maintenance instructions provided by DuChâteau are followed. Failure to do so may void this warranty.

3 – Year Commercial Surface Finish Limited Warranty

The surface finish for Flooring purchased for commercial use is warranted by DuChâteau not to wear through or separate from flooring for 3 years from the date of retail purchase under normal commercial traffic conditions so long as all care and maintenance instructions provided by DuChâteau are followed. Failure to do so may void this warranty.

WARRANTIES APPLY TO ORIGINAL PURCHASER ONLY

All Flooring warranties, including any implied warranties, apply to the original retail purchaser of the Flooring only.

All warranty coverage terminates if you sell or otherwise transfer the Flooring or the property to which the Flooring is attached.

Limit on implied warranties to the greatest extent permitted by law, any implied warranty on flooring, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this Warranty. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.

WHAT THIS WARRANTY DOES NOT COVER

In order to be covered under this limited warranty, the Flooring must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided to you with the Flooring. This warranty does not cover damage arising from improper installation of the Flooring. In order to be covered under this limited warranty, the Flooring must be purchased from an authorized dealer of DuChâteau Flooring products. DuChâteau offers NO additional warranties, express or implied, other than those set forth herein. Neither your retailer nor anyone else has the authority to alter the terms of this warranty.

Any representations or promises made by your retailer or installer are not binding on DuChâteau. This warranty does NOT cover minor separations between boards due to normal expansion and contraction that wood floors may experience, based on weather



conditions or other outside forces. This warranty does not cover cupping, delaminating, and/or crowning due to excessive moisture or humidity. This warranty does not cover damage resulting from the failure to properly maintain Flooring and may be voided due to your failure to follow all DuChâteau care and maintenance instructions.

This warranty does not cover damage caused by improper or incorrect use or application of any product on Flooring.

This warranty does not cover naturally occurring elements of wood flooring, including but not limited to, open knot holes, pits, worm holes, or other characteristics resulting from true craftsmanship or hand-scraping of Flooring. This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring. **This warranty does not cover any defects unless the square footage of such defective flooring exceeds ten percent (10%) of the total square footage of your purchased Flooring.**

This warranty does not cover manufacturing defects in Flooring that has been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify DuChâteau of any such manufacturing defects before installing Flooring. If not properly notified, DuChâteau shall not be held liable for any costs or expenses incurred as a result of the purchase or installation of any such defective or unsatisfactory Flooring.

This warranty does not cover variances in grain or color found in samples or photographs supplied by dealers or variances in grain or color between samples and Flooring actually received by you. This warranty does not cover any change to the Flooring caused by exposure to light and oxygen, including any color change or the development of a unique patina over time. This warranty does not cover indentations, scratches or other damage caused by negligence, intentional acts, water, sand, abuse or other misuse of the Flooring.

This warranty does not cover damages resulting from the failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels. This warranty does not cover surface checking resulting from high or low relative humidity and/or mildew, discoloration, or cupping resulting from sub floor moisture.

This warranty does not cover damage resulting from the failure to follow manufacturer's installation and maintenance instructions, including but not limited to the failure to use approved adhesives, moisture barriers, and failure to follow DuChâteau Flooring maintenance product instructions. We recommend that you use only DuChâteau-approved maintenance products to clean and maintain your Flooring, including DuChâteau Premium Floor Cleaner & Protectant and DuChâteau Maintenance Oil. Use of cleaning or maintenance products other than those specially formulated for the Flooring, or improper use or application of any cleaning or maintenance product, may cause damage to the Flooring and may void this limited warranty.

This warranty does not cover damage resulting from the use of adhesive tape of any kind on any oilfinished floor for any period of time. Failure to comply may result in removal of the finish. This warranty does not cover special, incidental or consequential damages of any kind. Some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitation may not apply to you.

RADIANT HEAT SYSTEMS

Certain Flooring is warranted for use with Radiant Heat Systems. If such Flooring is installed over a radiant heating system, the surface temperature of the Flooring must not exceed 82 degrees Fahrenheit. Dramatic temperature changes may damage the Flooring. Flooring must be heated gradually in 5 degree Fahrenheit increments. It is recommended that a dedicated thermostat be installed to allow the temperature of the Radiant Heat System to be accurately controlled. For warranty coverage to apply, the Flooring must be authorized for use with a radiant heating system and the installation must conform to the manufacturer's Special Instructions for Installations over Radiant Heat Systems, including the placement of approved under-floor heat sensors.

WHAT DUCHÂTEAU® WILL DO

DuChâteau will, at its option, either repair and/or replace the Flooring which is defective or credit you for the portion of the purchase price attributable to the Flooring which is defective. You are responsible to pay for shipping and handling for any replacement Flooring, along with any and all other costs related to the defective Flooring (e.g., labor to remove Flooring, labor to install replacement Flooring, additional materials required to install replacement Flooring, removal of any household



fixtures or furniture required to repair or replace the Flooring, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement Flooring is not guaranteed to match the original Flooring in terms of color, tone, pattern or other natural characteristics of wood. These remedies are your sole and exclusive remedies under this warranty.

HOW TO GET SERVICE

First, contact your retailer or distributor. If you have additional questions or have additional questions or concerns, please contact DuChâteau by telephone at 1-888-DUCHATEAU, by mail at 8480 Miralani Drive, San Diego, CA 92126, or by email at claims@duchateau.com.

Where possible, any complaints made under this warranty will be resolved within 30 days. However, due to the nature of certain complaints and/or forces outside DuChâteau's control, certain complaints may take longer to resolve. If your complaint has not been resolved by your retailer within 30 days of your notification to the retailer, please contact DuChâteau directly for further assistance.

YOUR RIGHTS UNDER STATE LAW

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

GOVERNING LAW, FORUM AND VENUE

This warranty shall be interpreted in accordance with the laws of the State of California, without regard to any choice of law provisions which might otherwise apply in California or elsewhere. DuChâteau and customer agree that the Superior Court of California shall have exclusive jurisdiction to adjudicate any claim or controversy arising out of or relating to this warranty or DuChâteau Flooring.

You acknowledge and agree that all actions or proceedings arising in connection with this warranty shall be tried and litigated exclusively in the County of San Diego, State of California. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

DuChâteau Hardwood Floors Installation Guidelines are intended to offer general guidance as it relates to DuChâteau Hardwood Floors and are NOT a replacement for a professional. For best results, we suggest using a National Wood Flooring Association-certified professional installer. DuChâteau

Hardwood Floors MUST be installed according to the National Wood Flooring Association's (NWFA) installation guidelines in order for the DuChâteau Hardwood Floors Warranty to be valid. The most current publication of the NWFA guidelines is available to all NWFA members and can be found at www.nwfa.org. You can also search your area for an active NWFA Certified Professional Installer on NWFA's website.

Due to the natural materials and unique finishing processes, DuChâteau wood products may experience tonal and color variation between planks depending on time in or out of the box and conditions such as weather, temperature, location, moisture levels or proper maintenance and installation. To avoid dramatic variation mainly caused by aging, it is recommended installation be completed from the same lot.