

DUCHATEAU

LIMITED WARRANTY

Moisture and Humidity

PLEASE READ BEFORE BEGINNING INSTALLATION

The National Wood Flooring Association and the Hardwood Plywood and Veneer Association have individually found that certain conditions will promote the longevity of wood flooring. According to these Associations, wood products perform best and will have normal movement when the interior site environment are controlled to stay within 35% relative humidity and 65% relative humidity, and between 65° F and 75° F. These parameters should be maintained during acclimatization, installation, and at all times afterward.

Coverage under this warranty requires compliance at the installation site with these site conditions for at least five (5) days prior to and at all times during and after installation of DUCHATEAU products.

The use of humidification or dehumidification devices or systems may be required, depending on your specific environmental conditions. Failure to comply with these requirements at all times shall void this warranty and any related warranties, may result in structural damage to your DUCHATEAU products, and is likely to cause gaps, splits, splintering, cupping, and checking to become visible. Flooring and wall panels offered by DUCHATEAU Coverings, such as wood-based composites and engineered construction, while offering advantages in stability and installation options, can abnormally and excessively shrink or swell as a result of failure to maintain the proper environmental conditions at the installation site, as set forth herein. Those defects which arise due to failure to properly maintain the required environment conditions are not considered a defect under this warranty and will not be covered. If you have concerns as to whether you have the ability to maintain the necessary temperature and relative humidity levels in the property in which your floors will be installed, PLEASE DO NOT INSTALL ANY DUCHATEAU PRODUCTS PRIOR TO CONFIRMING THAT ALL NECESSARY ENVIRONMENTAL REQUIREMENTS CAN BE MET AND MAINTAINED FOR THE LIFE OF YOUR WOOD PRODUCTS FROM DUCHATEAU COVERINGS.

WARNING – humidity levels outside of these recommended levels will likely cause movement in your DUCHATEAU products, including gapping between pieces and possible cupping and checking in the face.

DUCHATEAU cannot be held responsible for site conditions. DUCHATEAU wood products, such as solid wood and wood veneer products, are particularly susceptible to showing movement such as edge and end shrinking and face checking when installed at areas with sun exposure, relative humidity levels below the stated minimums on site and/or tip-raising and subsequent end-shrinking when installed over a wet surface or at relative humidity levels above the stated minimums on site.

IMPORTANT: Due to the natural materials and unique finishing processes used by DUCHATEAU Coverings, our wood products may experience tonal and color variation between each piece depending on, among other things, time in or out of the box and conditions such as weather, temperature, location, moisture levels, exposure to sun or other elements, and improper maintenance and installation. To avoid dramatic variation between separate pieces of DUCHATEAU Wood Products, it is recommended that installation be completed from the same lot whenever possible. Please note all measurements are approximate due to the nature of wood products, wood products expand and contract with climate changes and are subject to variation without prior notice. Please verify all measurements prior to installation.

What is covered by the DUCHATEAU Warranty?

5 YEAR LIMITED STRUCTURAL INTEGRITY WARRANTY

DUCHATEAU warrants to the original distributor its DUCHATEAU Wood Products (“Wood Products”) that the Wood Products, in their original manufactured condition, installed on a Vertical Surface if the product is labeled for wall coverings and vertical or horizontal if the product is labeled for flooring shall not delaminate from the plywood engineered backing for a period of 5 years from the date of purchase from DUCHATEAU (except as otherwise noted below). This warranty is subject to standard trade allowance of up to 10 percent (10%) margin for natural or other imperfections or manufacturing defects, meaning that such defects will only receive warranty protection if the products subject to the defects exceeds ten percent (10%) of the total products purchased and installed in the same area of the project. For this to take effect, all site considerations mentioned above, must be met from the point the products were received.

Warranties apply to the original purchaser only

All wood products warranties set forth herein, including any applicable implied warranties, apply to the original retail purchaser of DUCHATEAU Products only. All warranty coverage terminates if you sell or otherwise transfer the products or the property to which the products are attached.

Limit on implied warranties

To the greatest extent permitted by law, any implied warranty on DUCHATEAU products, including implied warranties of merchantability and/or fitness for a particular purpose, is limited in duration to the duration of this limited 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

To be covered under this limited warranty, DUCHATEAU products must be professionally installed by a licensed contractor and following the distributor installation instructions. This warranty does not cover damage arising from improper or unauthorized installation of the Products. DUCHATEAU offers NO additional warranties, expressed or implied, other than those set forth herein and required by law. Neither your retailer nor anyone else has the authority to alter the terms of this warranty. Any representations or promises made by the distributor, retailer or installer which are not expressly set forth herein are not binding on DUCHATEAU Coverings.

DUCHATEAU does not provide a warranty for the finishing applied to our products. Regular maintenance should be performed in accordance with the maintenance guidelines. Scratching, indentions, and wear is to be expected with a natural wood product. Exposure to light, smoke, water, or oxygen may cause the development of a unique patina over time.

This warranty does NOT cover minor separations between boards due to normal expansion and contraction that Wood Products

may experience, based on weather conditions or other natural or outside forces. This warranty does not cover cupping, delaminating, and/or crowning due to excessive moisture or humidity. This warranty does not cover damage caused by improper or incorrect use or application of any surface applied product, this includes any cleaning or disinfectant product applied on DUCHATEAU products. This warranty does not cover naturally occurring elements of wood within the products, including but not limited to open knots or other characteristics resulting from true handmade craftsmanship of DUCHATEAU products.

This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the DUCHATEAU products. This warranty does not cover any defects unless the square footage of such defective products exceeds ten percent (10%) of the total square footage of your purchased products. This warranty does not cover any damages that may occur during installation and or finalization of the project. Any claim will need to include photographs showing how the products were protected during construction.

This warranty does not cover manufacturing defects in Wood Products which have been installed which are visible or which reasonably could have been discovered by you or your installer prior to installation. You must notify DUCHATEAU of any such manufacturing defects before installing the Wood Products. If not properly notified, DUCHATEAU 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 wood product.

This warranty does not cover variances in grain or color found in samples or photographs supplied by dealers or retailers or variances in grain or color between samples and products received by you, which occur due to the manufacturing process and the use of natural products that age with time. Due to the nature of the Wood Products, no two Wood Products will look the same.

This warranty does not cover any change to the Wood Products caused by exposure to light, smoke, water, or 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 the installation process, negligence, intentional acts, water, sand, abuse, or other misuse of the Wood Products.

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 moisture behind the walls on which the Wood Products are attached.

This warranty does not cover damage resulting from the failure to follow SVRFACED installation instructions, including but not limited to the failure to use licensed contractors for installation, failure to use appropriate adhesives, and/or failure to properly apply appropriate moisture barriers.

This warranty does not cover damage resulting from the use of adhesive tape of any kind for any period of time. Use of adhesive tape or similar products may result in removal of the finish of the Wood Products.

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.

What will DUCHATEAU do:

DUCHATEAU will, at its option, either repair and/or replace the Wood Products which are defective or credit you for the portion of the purchase price attributable to the Wood Products which are defective. You are responsible to pay for shipping and handling for any replacement Wood Products, along with any and all other costs related to the defective Wood Products (e.g., labor to remove Wood Products, labor to install replacement Wood Products, additional materials required to install replacement Wood Products, removal of any household fixtures or furniture required to repair or replace the Wood Products, hotel stays required due to repair or replacement, etc.). Due to the nature of the product, replacement Products are not guaranteed to match the original Products 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

Please contact DUCHATEAU by telephone:

Toll Free: 1-888-382-4283

or by email at:

customercare@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 DUCHATEAU control, certain complaints may take longer to resolve.

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. DUCHATEAU and you, the end 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 the DUCHATEAU Wood Products. 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 to the greatest extent permitted by law, and you agree to submit yourself to the sole and exclusive jurisdiction of the State of California with regard to such actions or proceedings to the greatest extent permitted by law. Your state may not permit the venue and jurisdictional agreement set forth herein, in which case such limitations will not apply to you to the extent forbidden by the laws of your state. If any provision of this warranty is found to be unenforceable, the remaining provisions will remain in full force and effect.

Stop! If you do not agree with the terms and conditions set forth herein, do not open the materials provided. Please contact your retailer for return instructions. By accepting and installing these products, you will be deemed to have accepted the warranty terms and conditions set forth herein.

DUCHATEAU Installation Guidelines are intended to offer general guidance as it relates to DUCHATEAU Products and are NOT a replacement for a professional, certified installer.

INVOLVED PARTY RESPONSIBILITIES

A. MANUFACTURER RESPONSIBILITIES

1. It is the responsibility of the Manufacturer to produce a product, which will perform as it is marketed and intended to perform based on the instructions provided.
2. It is the responsibility of the Manufacturer to design and manufacture a product in accordance with all standards and regulations that apply to the product being sold.
3. The product should contain labels identifying its contents and should make available (in print or electronically), installation and maintenance instructions for the product being put to use.

B. SPECIFIER RESPONSIBILITIES

1. It is the responsibility of the Specifier to ensure that all jobsite conditions are capable of meeting or exceeding the minimum standards and requirements of the products being specified for the project.
2. The specified wood floor must coincide with the projected interior climate capabilities of the facility receiving the wood floor. Interior climate capabilities of the facility include type and functionality of the HVAC systems, humidification/dehumidification systems, interior and exterior insulation, types of windows, and methods of construction.
3. Interior environmental conditions vary from region to region and jobsite to jobsite. The wood floor selection should be determined by the interior climate capabilities of the facility receiving the wood flooring. The floor selection determination may include species, cut, width, installation method, manufacturer requirements, or whether to use solid or engineered flooring for each unique situation.

C. SUPPLIER/SELLER RESPONSIBILITIES

1. It is the responsibility of the Supplier and/or the Seller to ensure all products being supplied meet or exceed the minimum federal and local regulations where it is being sold.
2. Product should be stored in dry, climate-controlled, and well-ventilated facilities that meet the minimum requirements of the products being stored and sold.

3. Products should not be sold to, or delivered to, a jobsite that does not meet Manufacturer minimum requirements, or the minimum requirements detailed in the Jobsite Conditions chapter of this publication.
4. Expired/outdated product should not be sold without clear acknowledgment by the buyer.

D. BUILDER RESPONSIBILITIES

1. If the wood floor installation is part of the scope of the construction project, it is the responsibility of the Builder to ensure that all wet work (e.g., drywall taping, painting, texturing, tile work, etc.) is completed and thoroughly dry prior to wood flooring installation.
2. Building codes establish minimum standards and not always best practices. The Builder must be aware of the materials specified within the home in order to build accordingly. Any additional building costs must be accounted for during the specification and planning phases of construction.
3. In new construction, it is the responsibility of the Builder and/or the Specifier to ensure the facility being built is designed and capable of sustaining an environment conducive to the building materials being used in it. The jobsite must meet or exceed all wood flooring manufacturer requirements and NWWFA Guidelines prior to wood flooring delivery and installation.
4. It is the responsibility of the Builder to ensure moisture control policies have been put in place and implemented to protect all building components, including, but not limited to, wood flooring, prior to, and during, the entire construction process. Some porous materials (e.g., gypsum, plywood, and oriented strand board) can tolerate short-term wetting, but they must be dry before wood flooring installation (according to the US Environmental Protection Agency).
5. In water restoration projects, it is the responsibility of the Builder and/or the restoration company to meet the minimum moisture requirements as outlined in these Guidelines.

E. INSTALLER RESPONSIBILITIES

1. It is the responsibility of the Installer to recheck the jobsite conditions at the time of installation and to confirm that they meet or exceed the wood flooring manufacturer's requirements.
2. It is the responsibility of the Installer, and/or the Buyer and/or the End-User to ensure that the wood flooring product meets their expectations for visual appearance and manufacturing quality prior to installation. Prior to commencing installation, the Seller, Installer, Buyer, and End-User should, when possible, loose-lay several boards on the floor in the room where they will be installed. If the visual appearance, color, sheen, or manufacturing quality of the product is deemed unacceptable, it should not be installed.
3. Installation of flooring constitutes acceptance of the material and the site conditions at the time of installation.

F. END-USER RESPONSIBILITIES

1. It is the responsibility of the End-User to use the flooring product as it is intended to be used.
2. Post-installation, it is the responsibility of the End-User to maintain temperature and humidity levels year-round, as required by the flooring manufacturer.
3. It is the responsibility of the End-User to follow a maintenance routine and use the proper maintenance products as required by the flooring and finish manufacturers.