

## SIENA HARDWOOD FLOORING

# 8" COLLECTION

## WARRANTY

### LIFETIME FINISH WARRANTY - WOCA Oil Finish

Issued by: WoodCareUSA LLC

#### Lifetime Warranty

WoodCareUSA protects the original purchaser with an encompassing Warranty for our WOCA hardening oil finish. This Warranty is for residential and commercial applications. WoodCareUSA provides this Warranty for its WOCA products purchased after August 20, 2007.

We warranty that our WOCA hardening oil finish will last the life of the wood floor, provided it is applied and maintained according to instructions outlined in WoodCareUSA's Instruction Sheets dated August 2007 or later. Instruction sheets are published on our website, [www.woodcareusa.com](http://www.woodcareusa.com).

#### Oil as a Floor Finish

A hardening oil finish like WOCA oil is a penetrating finish, which does not provide a covering film protection on top of the floor. This means that walking is done on the actual wood, which has the oil finish within the surface. Wear of a WOCA oil finish leads to a gradual elimination of the latest (top) coat applied, which then has to be re-applied at appropriate intervals. The time between re-application of oil will vary, depending upon wear. A commercial floor will require more frequent oiling than most residential floors.

#### Exclusions and Limitations of Obligations

This Warranty will not apply and WoodCareUSA LLC will have no obligations in the event of:

- Improper application or maintenance. All application and maintenance must be in accordance with the instructions outlined by WoodCareUSA. Use of floor maintenance products not specifically manufactured for use on WOCA oil finishes may damage the finish including the use of unauthorized pads and applicators not specifically designed for use with WOCA oil finishes.
- Damage due to water saturation such as a leaky faucet, broken pipe, wet-mopping, spills or standing water.
- Any and all damage caused by misuse, abuse or accidents is expressly excluded from this Warranty. This includes, but is not limited to, damage caused by heavy furniture or equipment impact, scratches, scarring or stains by pets, sharp or pointed objects or worn-out shoes, by exposure to ultraviolet light or the use of wax or ammonia based products.
- Refusal to allow WoodCareUSA or its designee to conduct inspections of the WOCA finish subject to a claim and described below, invalidates this Warranty.

#### In the Unlikely Event of a Claim

In the unlikely event of a claim under this Warranty, WoodCareUSA or its designee reserves the right to conduct inspections of the WOCA finish subject to the claim. These inspections may be carried

out at any time after a claim has been filed. During this time WoodCareUSA and its designee have the right to conduct as many inspections as needed to establish proof of claim.

### **Miscellaneous**

This Warranty applies only to the original purchaser and is not transferable. There are no other Warranties, expressed or implied, including merchantability or fitness for a particular purpose, other than those listed within this Warranty. No retailer, installer, dealer, distributor, manufacturer, agent or employee has the authority to increase the scope or alter the terms or coverage of this Warranty.

Under no circumstances shall WoodCareUSA, LLC be responsible for any claim, loss or damage arising from the purchase or use of its products that seeks to recover special, indirect, incidental, consequential, punitive or exemplary damages or attorney's fees regardless of the theory of recovery and without limitation.

This Warranty shall be construed according to the laws of the State of Georgia and any dispute relating to or arising under this Warranty shall be resolved by binding arbitration in Atlanta, Georgia, administered by the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules.

All claims submitted consistent with this Warranty require evidence of the purchase date and identity of the original purchaser along with proof of maintenance.

**15 Plantation Drive Atlanta, GA 30324 800-242-8160 Fax 404-261-8260**

[www.woodcareusa.com](http://www.woodcareusa.com)

## **STRUCTURAL & MANUFACTURING DEFECT WARRANTY**

**Issued by: Teka / Plyquet of America**

TEKA makes the following limited warranty which extends to the original consumer purchaser only and to no other purchaser or transferee, from the date of the purchase of its engineered hardwood floors, when installed according to manufacturer's instruction and utilized under approved traffic conditions for its engineered flooring.

### **LIFE TIME STRUCTURAL WARRANTY**

TEKA warrants to the original consumer that its product is of the marked of quality, kind and grade, and that is free from defects in material or workmanship and it is properly installed in accordance with TEKA installation GUIDE provided in each carton. It is however, the responsibility of the purchaser or the purchaser's installation contractor to pre-inspect the products prior to cutting or installation. If during this pre-installation inspection, any product is found to be unacceptable, that portion may be returned to TEKA for replacement free of charge or in the unlikely event that TEKA is unable to correct the failure after a reasonable attempt; TEKA will refund the purchase price for that portion of the floor.

This warranty does not include labor for repair and replacement of material that has permanently been installed

### **PERFORMANCE**

TEKA warrants that its engineered floors will not warp, twist, cup, nor will its bonded layers delaminate subject to humidity levels in a range between 35%-55%. Uncontrolled conditions outside this range on relative humidity can cause problems to the performance of the floor.

Note: wood is a hygroscopic material. The wood floor may expand due to high relative humidity, and release its moisture due to low relative humidity causing shrinkage to the wood floor. If minor separations do happen, they are not covered by this warranty. They are considered normal performance, and should close when the humidity level returns.

### **RADIANT HEAT**

TEKA warrants that, its engineered oak flooring will not be cup or buckle when properly installed over radiant heated subfloor with a surface temperature not exceeding 85 F and proper relative humidity level must be maintained at all times. Only products with a thickness of 14 mm and above are approved for this radiant heat warranty.

### **ADHESIVE WARRANTY**

TEKA warrants that its adhesives meet all technical specifications for retaining its bond, if the installation directions are complied with. This limited warranty does not, however, cover adhesive breakdowns caused by water damage from flooding, leaking pipes and the like. TEKA does guarantee its bond even when it comes in contact with ordinary moisture. This warranty applies to the adhesives used in the manufacturing of the product- not the adhesive used to install the product.

### **WARRANTY EXCLUSIONS**

TEKA'S Warranty does not cover and specifically excludes:

1. Indentation, scratches or damages caused by negligence, water, erosion, insects, or spike heeled shoes.
2. Damage due to failure to follow all manufacturers' specific written installation instruction. Damage due to improper maintenance, insufficient maintenance, misuse, or improper modifications not authorized in our written instructions.
3. Any normal deterioration due to wear and/or exposure, including fading due to sunlight exposure, any variance in color shade of original product resulting from variation in amount of stain absorbed by the wood during manufacturing. Variation in grain or density of wood will affect the amount of stain absorbed. This is not a product defect.
4. Any product regarded and marked as Random, D grade, Second Grade, or other terms as agreed upon, are considered sold as is and claims shall not be entertained.

Wood floor is a natural product; thus the color of the surface may change over time. Color variation on the wood floor could come from aging, natural color changes, sunlight exposure, etc. For these reasons, new flooring may have color variations from, and may not match the displayed samples. This is not considered a defect.

### **INSTALLATION INSTRUCTIONS AND WARRANTY REGISTRATION**

You should read the Installation Guide thoroughly before attempting to install the product.

TEKA reserves the right to have a designated TEKA representative inspect the floor, and if necessary, remove samples or take photographs. Teka is the sole authorizer of any approved

warranty actions- no actions may be made by anyone else on our behalf. It is a condition precedent to the warranty performance that the repairs covered by this limited warranty be approved in writing by TEKA before they are begun.

Incorrect installation will nullify this warranty.

The Installation and Maintenance Guide may be found inside every package. Do not attempt installation without first reviewing thoroughly the TEKA Installation Guide. If you misplace or for any reason do not receive a copy of the TEKA Installation Guide, contact your distributor or dealer.

The above warranties are subject to the following conditions:

1. You must retain your Bill of Sale or provide other proof of purchase
2. You must notify your authorized TEKA dealer or distributor within thirty (30) days after you discover an issue product.
3. All warranties are effective only if the product is purchased and used in the United States of America and Canada.
4. Labor service charges for installation and adjustment of customer controls are not covered by this warranty.

**WARRANTY DETAILS:**

**ALL WARRANTIES IMPLIED BY STATE LAW INCLUDING THE IMPLIED OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WITH THE EXCEPTION OF ANY WARRANTY IMPLIED BY STATES LAW AS HEREBY LIMITED, THE FORGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, AGREEMENTS AND SIMILAR OBLIGATIONS OF MANUFACTURER OR SELLER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**NO PERSON, AGENT, DISTRIBUTOR, DEALER, RETAILER OR OTHER COMPANY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THESE WARRANTIES IN ANY MANNER WHATSOEVER. THE TIME WITHIN WHICH AN ACTION MUST BE COMMENCED TO ENFORCE ANY OBLIGATION OF TEKA ARISING UNDER THIS WARRANTY OR UNDER ANY STATUE OR LAW OF THE UNITED STATES OR ANY STATE THEROF IS HEREBY LIMITED TO ONE (1 YEAR) FROM THE DATE YOU DISCOVER OR SHOULD HAVE DISCOVERED THE DEFECT. THIS LIMITATION DOES NOT APPLY TO IMPLIED WARRANTIES ARISING UNDER STATE LAW. SOME STATES DO NOT PERMIT LIMITATIONS OF THE TIME WHITHIN WHICH YOU MAY BRING AN ACTION BEYOND THE LIMITS PROVIDED BY STATE LAW, SO THE ABOVE PROVISION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY, FROM STATE TO STATE OR COUNTRY TO COUNTRY.**