

## **Limited Residential Warranty for Engineered Hardwood Flooring**

Congratulations on purchasing your Malibu Wide Plank Hardwood Flooring. All of our engineered hardwood floors are manufactured under the strictest quality controls. We hope you will enjoy your new floor at home.

Malibu Wide Plank is pleased to offer you the following Residential Warranty Program on all prefinished flooring products installed following recommended installation guidelines and complying with floor maintenance procedures and specific relative humidity conditions within your home. Temperature should be maintained between 60-80 degrees and relative humidity between 30-50%.

This residential warranty is extended to the original purchaser of our prefinished hardwood floors. It applies strictly to residential and light commercial environments (business offices only). This warranty is not transferable to subsequent owners.

### **Pre-Installation Warranty**

Malibu Wide Plank Hardwood Floors are manufactured to the highest quality standards. However, it is the responsibility of the owner and installer to inspect each plank for quality, color, and finish before installation. This warranty does not cover materials with visible defects once they are installed. Please immediately contact your retailer if you are not satisfied with the planks before cutting it. Since wood is a product of nature, standard industry practice allows for up to 5% flooring shipped to have milling, handling, finish and/or grade defects. This warranty applies only to material that is excess of this 5%. Malibu Wide Plank will replace or refund the purchase price of material deemed to be defective in excess of this 5%.

**Call Technical Support Toll Free at 800-928-6168 with all Technical Questions or Concerns**

### **Product Variance from Sample**

There is always some variance in wood tones due to the natural characteristics of hardwood. Samples which have been subjected to excessive light may be slightly different or have aged over time may not be representative of the product as it is now being produced. This is not considered a manufacturing defect. No claim will be accepted for installed material due to sample and product color difference. Any material returned for deviation from sample color must be in new unopened cartons (one carton may be opened for comparison but it must be properly repackaged). Our products are handcrafted and because of this there may be some difference in scraping and/or texturing of the surface as a result of the natural characteristics of the materials used. This is not considered a manufacturing defect. You may have to pay a restocking fee if material is found to be within manufacturer's specification for color range.

### **Full Lifetime Structural Warranty**

Malibu Wide Plank offers a lifetime warranty to the original purchase that our engineered flooring products will not delaminate, if our flooring is not exposed to excessive moisture or

other environmental conditions such as low relative humidity or extreme temperature changes. Our products are not approved for outdoor use or in areas where environmental controls are not maintained.

### **Full Lifetime – Residential Finish Warranty (5 year - Commercial Warranty)**

Malibu Wide Plank warrants to the original purchaser that, when maintained according to its care and maintenance recommendations, our floor will not wear through. (Commercial is 5 years – Offices only) If there is a problem with wear through, it must exceed 10% of the surface area.

**Water Resistant** – This applies to top down topical spills only. Moisture or excess moisture from the subfloor is excluded and may damage your hardwood flooring. Prior to installation of you flooring proper moisture testing of the subfloor is required. See installation guidelines for complete details.

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### **Radiant Heat**

Our Engineered products are approved and warranted (floating installation, glue down, staple down) over radiant heated subfloors provided that the floors are installed in strict accordance with the installation guidelines pertaining to radiant heated subfloors: Solid wood products are not warranted.

The following guidelines must be applied throughout the life of the floor in order to reduce the effects of radiant heat on engineered wood floors. Even when these guidelines are followed it is still possible that your flooring may experience some cracks (checking) on the surface, gapping between boards, or delamination of boards. These symptoms are NOT covered by this warranty.

The temperature and humidity levels described below must be maintained otherwise any warranty, express or implied, will be voided.

- To minimize the effect that rapid changes in temperature will have on the moisture content of the wood floor an outside thermostat should be installed. If one is not present, suggest to your customer that this should be considered. Unlike conventional heating systems, which switch on as needed, radiant systems work most effectively and with less trauma to the wood floor if the heating process is gradual, based on small incremental increases in relation to the outside temperature.
- Prior to installation proper moisture testing must be performed in accordance with National Wood Flooring Association guidelines. Moisture content between substrate and wood flooring should not exceed 4% for engineered wood products.
- Flooring should be acclimated to lived in conditions of the unit and in conjunction with the table listed in Appendix B of the National Wood Flooring Association Installation Guidelines.
- Radiant heating system must be in operation and running continuously at least 6 days prior to installation.

- For glue down installations turn system off immediately prior to installation and after the flooring is installed, slowly raise the temperature to the preferred comfort level (over at least 5 day time frame) beginning two days after installation or at the onset of colder weather conditions.
- The radiant heat system must be controlled and the surface temperature of the flooring must never be allowed to exceed 82°F. The proper humidity level must be maintained within your home at all times during the year. Use of a humidification system may be required to maintain proper humidity levels to avoid excessive drying of the wood flooring.
- Seasonal gapping should be expected.
- Surface checking can be expected if the proper humidity level is not properly maintained within 10 percentage points of the recommended relative humidity levels (30% -50% RH) or if the floor's surface temperature exceeds 82°.
- For further information, refer to Appendix H of the National Wood Flooring Association Installation Guidelines.

### **Warranty Exclusions**

- Improper storage, handling or installation of flooring.
- Any cracks or splits not a direct result of manufacturing. Low relative humidity may cause your product to check, crack or split. This is not a manufacturing defect.
- Splintered edges(This is a handcrafted product and some splintering may occur because of the handmade nature of the product. Splintered edges can be colored with a stain marker).
- Squeaking, popping, or crackling when the flooring has been installed using the staple-down or nail-down installation method. Additionally, staple or nail pullout from the substrate is not warranted.
- Man-made or natural disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction.
- Any problems to the wood relating to sub floor moisture emissions, or adhesive bond issues.
- Any damage to the wood flooring related to excessively humid or excessively dry environmental conditions.
- Any damage consistent with maintenance procedures including the use of a steam mop
- Improper preparation of, or deficiencies in, the subfloor/floor joist assembly including, but not limited to, subfloor material, fasteners, patching or leveling compounds. These situations are considered to be part of the installation inspection process prior to installing the flooring. Do not install flooring if these situations exist.
- Insect infestation after shipment from the factory.
- Neglect or abuse including, but not limited to, not taking proper precautions to protect furniture legs and feet with felt protectors, dirty or improper casters, moving heavy objects without a dolly and/or protective plywood beneath.
- Damage from spiked and/or damaged heels and pet claws.
- Dents or scratches in the flooring.
- Falling objects which can dent or fracture the flooring and finish.
- Moisture infiltration from sidewalls or from any surface other than through the subfloor.

- Construction traffic abuse to the surface of the flooring.
- Non-factory applied finish (by the owner or installer) including, but not limited to, refinishing, recoating or cleaning and maintenance products.
- Maintenance issues including streaking or hazing of the finish due to using any cleaning product. Residue left from adhesives or solvent adhesive removers. We may make or suggest cleaning solutions, however any action or product you use is your responsibility. We do not warranty any cleaning products or suggested solutions.
- Normal color variations and natural characteristics of real wood products discovered AFTER the flooring is installed.
- The normal wearing of the finish in high traffic areas, pivot points, and seating areas. Gloss reduction is not considered wear through, and therefore is not covered under the finish warranty.
- Any damage to the flooring surface due to application of adhesive tape for any reason.
- Additionally, any defect must be seen from a normal inspection position and not through reflective or special lighting circumstances.

### **What Will We Do If Any of the Covered Events Occur?**

If any of the covered events occurs within the warranty periods specified for the respective flooring product, Malibu Wide Plank 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. Labor amounts are based on our pre-determined labor limits.

First two years of warranty period: labor reimbursed at 100% of reasonable and customary charges not to exceed our pre-determined labor limits. Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges. After 5 years no labor is reimbursed.

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 painting, cleaning, plumbing, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

Malibu Wide Plank reserves the right to verify any claim or defect by inspection and take samples for technical analysis prior to any determination of coverage in a timely manner typically 30 -60 days after a written claim is received by Malibu Wide Plank.

We will replace or repair a floor one time. If the replacement or repair fails in the same manner a second time, then we will conclude that this is a site related condition that may not be

acceptable for the installation of flooring.

### **Additional Terms of the Warranty**

The foregoing sets forth Malibu Wide Plank's sole obligations and liability under the Warranty. The Warranty is an exclusive remedy and is in lieu of all other express and/or statutory warranties. Malibu Wide Plank disclaims all warranties not expressly set for the above.

### **To File a Claim**

If you need to file a claim under the Malibu Wide Plank Warranty Program, you must first contact your retailer or builder within 3 months of experiencing a problem.

A written notice of claim must be filed within the warranty coverage period. Information verifying date of purchase, identity of the original purchaser, and invoices as proof of purchase will be required. You must provide a copy of the invoice showing where and when you purchased your flooring. Homeowners who purchased a home with the flooring installed by the builder must show their product/flooring selection request from the builder. The floor must have been purchased from an authorized dealer and entirely paid for.

**Any action or proceeding in any way relating to or arising out of the warranties set forth herein shall be exclusively governed by the laws of the State of California. Exclusive Jurisdiction and venue of any such action or proceeding shall be vested in the San Mateo Superior Court, State of California or in the United States District Court, Northern District of California. You, the purchaser, irrevocably waive any objections you now have or may hereafter have to the convenience or propriety of this venue.**

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**Malibu Wide Plank™**