



## LIMITED COMMERCIAL WARRANTY PROGRAM FEATURING

### MULLICAN SOLID & ENGINEERED PRE-FINISHED FLOORING

The limited warranties set forth below apply only to pre-finished products and are effective with purchases made after January 1, 2006. All warranties are limited to the original purchaser only.

The limited warranties set forth below apply only to flooring installed in light commercial settings, such as offices, retail stores, and restaurant dining areas. Flooring installed in heavy commercial settings such as bank lobbies, beauty salons, commercial kitchens and high traffic areas is not covered. Solid and engineered prefinished products ½” thick or greater are covered by this warranty.

If you have popping sounds or adhesion difficulties, those are not wood flooring manufacturing defects. Refer to subfloor and or adhesive specifications and warranty.

### FINISH WARRANTY

Mullican Flooring warrants that the finish will not wear through to the wood for 3 years or as long as the original purchaser owns the floor, whichever is less.

#### Finish Warranty

Product	Finish Warranty
Solid	3 years (except product designated as Rustic, Cabin, Tavern, As Is which have no finish warranty)
Engineered	3 years (except product designated as Rustic, Cabin, Tavern, As Is which have no finish warranty)

### MATERIAL WARRANTY

Mullican Flooring warrants that the products have been manufactured in compliance with the grading rules of Mullican Flooring, and will be free from manufacturing defects. Manufacturing defects do not include natural wood characteristics such as mineral streaks, knots, grain variations, normal minor differences between color samples and the color of installed floors, or minor width variation. Due to the nature of wide width plank (3” and wider), some minor width variation is to be expected and is not considered a defect.

### EXCLUSIONS AND LIMITATIONS

These warranties do not cover damage, indentations, scratches, or stains arising from negligence, accidents, abuse, fire or excessive heat, abnormal wear, construction, spike heels, grit, sand or other abrasives, dents, insect infestation after the product has left our factory, or domestic animals.

These warranties do not cover damage caused by use of the flooring for purposes other than those for which it was designed; damage caused by disasters such as fire, flood, wind, and lightning; damage during shipment; or any other abuse or misuse by the purchaser.

It is critical that all installations are done in compliance with the procedures outlined in the Mullican Flooring installation instructions, which can be found in each carton of flooring and/or online at [www.mullicanflooring.com](http://www.mullicanflooring.com). No

damage or defects caused by improper installation or failure to provide a suitable installation environment are covered by this warranty. Failure to install your flooring in accordance with the instructions will void all warranties.

The sole obligation and liability of Mullican Flooring under our limited warranties is to repair, replace, or refinish the floor, in part or in whole, at no cost to the original purchaser or to issue a refund of the purchase price, at Mullican Flooring's discretion. Only Mullican floors that were professionally installed will be eligible for labor cost reimbursement. If you installed the floor yourself, we will cover the cost of replacement materials only.

These warranties exclude and will not pay consequential or incidental damages associated with any warranty claim. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the floor or any associated equipment, cost of capital, cost of any substitute equipment, facilities, or services, downtime, the claims of third parties including customers and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph may not apply to you.

No warranty coverage is provided for flooring that contains obvious defects of any kind that were installed nonetheless. If, before installation, you discover any flooring that has obvious defects, please immediately contact the dealer from whom the flooring was purchased and replacement flooring will be provided at no cost.

Only Mullican Flooring approved cleaning and maintenance products are appropriate for use on Mullican Flooring products. Use of non-Mullican Flooring approved cleaning and maintenance products, including oil soap or ammonia based products, will void all warranties. For a current list of approved products, please call your local dealer, wood distributor, or go online to [www.mullicanflooring.com](http://www.mullicanflooring.com).

The limited warranties do not cover color changes to any flooring which results from exposure to UV light. Normal exposure to sunlight will cause changes in the shading of any wood floor, and this is not considered a defect. Certain species, including but not limited to American Cherry, Walnut, Brazilian Cherry, and Tigerwood are especially susceptible to color change. Contact your Mullican dealer for more information. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.

After your floor is installed, it is critical to maintain the temperature and humidity of the facility within the ranges set forth in the applicable installation instructions for the product. Failure to follow these guidelines, especially with regard to humidity range, can result in a performance failure or damage to your floor. In addition, it is important to maintain your floor in accordance with the instructions.

These warranties do not cover damage or unsatisfactory performance caused by excessive moisture including, but not limited to, improper humidity inside the facility, excessive ground moisture that migrates into the facility for any reason, excessive sub-floor moisture, water leaks caused by broken pipes or appliances, improper cleaning methods such as wet mopping or automated cleaning machines, weather conditions or natural disasters such as flooding or excessive rainfall.

Since wood is a natural product, it will tend to expand and contract as moisture and humidity levels inside the facility may change. Accordingly, normal expansion and contraction which results in minor separations between flooring boards are not covered by these warranties.

Any Mullican Flooring product which is designated as "cabin grade", "tavern grade", "second", or "as is" is not covered by any warranty.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE

DESCRIPTION ON THE FACE HEREOF, OR AS OTHERWISE SET FORTH HEREIN. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE MADE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MULLICAN FLOORING BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE THIS PRODUCT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOUR RIGHTS AND THE LIMITATIONS DESCRIBED ABOVE VARY FROM STATE TO STATE. THUS, IT IS IMPORTANT TO RETAIN THIS WARRANTY INFORMATION. NO INSTALLER, RETAILER, DISTRIBUTOR, AGENT, OR EMPLOYEE OF MULLICAN FLOORING HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OR LIMITATIONS OF THIS WARRANTY.

**HANDLING OF CLAIMS UNDER THIS WARRANTY**

Claims must be filed within the coverage period, and information verifying the date of purchase may be required. Mullican reserves the right to have a designated Mullican representative inspect the floors and remove samples for technical analysis.

If you need to file a claim under this warranty, first contact your building contractor. If for some reason, your contractor is unable to satisfy your claim, you may contact us at: Mullican Flooring, Claims Department, P.O. Box 3549, Johnson City, Tennessee 37602.

Any and all disputes arising out of the purchase of Mullican Flooring products or this warranty shall be subject to mandatory and binding arbitration in Johnson City, Tennessee, pursuant to the rules of the American Arbitration Association. Any trials by jury are expressly waived.

**Product Features**

Product	Pad & Recoat	Sand & Refinish*	Radiant Heat	Installation
Solid	Yes	Yes	No	Above Grade, On Grade
Engineered	Yes	Yes	Yes (Oak ONLY)	Above Grade, On Grade, Below Grade

\*If your floor is sanded down to the bare wood and a new finish is applied, all finish warranties must be assumed by the finish manufacturer.

**Helpful Hints**

Avoid excessive amounts of water on your wood floor. Wipe up spills or spots with a damp cloth immediately.

Use barrel-type caster wheels on furniture or wide, flat glides for protection of your hardwood floor. Use felt protectors under furniture feet to reduce scratching and indentation. When moving heavy furniture or appliances place a sheet of masonite or plywood under the piece being moved to distribute the weight and prevent scratching and denting.

Spike or stiletto heels can cause damage to your hardwood floor, especially if they are in disrepair. Mullican Flooring does not cover damage caused by spike or stiletto heels.

Put door mats at the entrances of exterior doors to reduce the dirt and grit from tracking into the house and scratching your hardwood floor. Area rugs at pivot points such as in front of a sink help to reduce wear. The rugs should have a mesh or grid pattern to allow the floor to breathe. Rugs should be moved occasionally since they block the sunlight and may give the appearance of discoloration under the rug.

12/05