



## **ENGINEERED HARDWOOD FLOORING LIMITED WARRANTY**

### **WHO'S COVERED:**

This warranty, which begins from the date of purchase, applies to products used in residential applications for as long as the original purchaser owns and resides in the home where the product was installed. This warranty is not transferable. This warranty only covers manufacturing defects, not installation defects or product abuse. Not all purchases have warranties. If not so indicated on the invoice or the box, your floor purchase has no warranty.

The warranties described herein are given to the original retail purchaser only AND ARE SUBJECT TO THE PROCEDURES, LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH HEREIN. These warranties cover only approved product applications as recommended by McMillan Flooring.

### **LENGTH OF COVERAGE:**

#### **25 YEAR LIMITED RESIDENTIAL WARRANTY**

Under this McMillan Limited Warranty McMillan Flooring warrants that for a period of 25 years from the original date of purchase when installed, maintained and cared for in accordance with McMillan Flooring recommended installation and maintenance guides as well as used under normal household conditions in a dry, enclosed residential building.

1. That the engineered floors, in their original manufactured condition, will be free from any manufacturing defects caused by improper milling. Such as: grading, dimension or coating.
2. That for the period stated in this warranty, the finish will not separate from the wood flooring.  
Note: This warranty will be voided if any modification or alterations were done to the floor finish, such as sanding or abrading.
3. That the engineered floors will not buckle, warp or twist

In the event that the plies should delaminate due to glue bond failure, McMillan will, at our option, either: (1) repair the defective plank(s); or (2) replace the defective plank(s).

#### **Please Note:**

- 1-Surface wear-through must be readily visible from a distance of 6 feet, measuring at least 1 square inch.
- 2-Wear-through at the edges of floors is excluded from this warranty.
- 3-Gloss fading is not considered wear-through under this warranty.



4-Floors installed over radiant heated subfloors, but were not indicated as suitable for radiant heat, will void all warranty coverage.

5-McMillan hardwood flooring is manufactured using a product with naturally occurring variations, *including but not limited to*, character, grain, color, mineral streaks, splintering and knots which are not considered manufacturing defects.

6-Variations between planks that are a result of collection specific wood working, *including but not limited to*, hand distressing, scraping, wire brushing, chiseling, smoking, carbonizing and color staining are not considered manufacturing defects.

As a product of nature, hardwood flooring will continue to expand and contract through normal heating and non-heating seasons. Properly installed hardwood floors may consequently experience slight separation between boards at different times during the year. If such normal expansion and contraction occurs, it is not covered by this manufacturer warranty.

NOTE: This limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. Gloss reduction, scratches, and dents in the finish are not considered surface wear and are not covered under this warranty. Please note that walnut floors require extra care. Walnut is inherently a softer wood and will dent easier than maple, oak, or hickory/pecan. You should consider this fact when making your flooring selection. For the hardness of various woods, see a Janka hardness rating table.

The McMillan prohibits the use of any adhesive tape on the flooring at any time during installation or thereafter. This includes tapes that are specially made for wood flooring, such as blue or green masking tapes. Such use of tape may void this Warranty and no claims will be addressed in regards to defects in the finish as a result of the use of tape.

*Note: if your floor is Oil Finished*

*The finish on these floors must be maintained using only WOCA brand cleaning and maintenance products. Initial products to use are the WOCA Soap (not the WOCA Wood Cleaner) and the WOCA Oil Refresher. Use these products according to the directions on the bottle. The use of these two products helps to promote the longevity of the oil finish on your floor. Use of any other cleaning and maintenance products on your floor may void your warranty and damage your flooring. Over time, depending on traffic and the level of care given to your floor, re-oiling of your floor will be required. This process requires the cleaning of your floor using WOCA Wood Cleaner and then buffing in either WOCA Maintenance Oil or WOCA Master Oil. Through these processes, your McMillan oil finished flooring will give you a lifetime of enjoyment and pride in your beautiful flooring.*



## **WARRANTY EXCLUSIONS:**

### **Installed or Used Planks:**

Each plank must be checked for any visible defects prior to installation. The inspection of the panels is the responsibility of the homeowner and installer. Therefore this warranty will not cover:

1- Any right to claim for any flooring defects once the floor was installed. This warranty becomes invalid once any flooring panels with visible defects have been installed!

2- Complaints or claims concerning used planks will not be accepted. This warranty will be voided and will not apply if the engineered wood flooring has not been: Installed maintained, cleaned or cared for in accordance with our recommended installation and maintenance guides

### **Moisture (or Lack of Moisture):**

Damages caused by moisture (such as leaking pipes, spills, wet mopping, pets, relative humidity, subfloor moisture etc.) are excluded. Moisture (and dryness) can cause issues such as checks, cupping, crowning, warping, buckling, peeling, twisting, seam swelling or gapping. In addition, moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity, can affect flooring and subflooring over time and moisture can be trapped below the flooring and/or underlayment and create mildew or mold. Damage from such conditions, including to the floor and subfloor, is not covered under this warranty.

McMillan Flooring products are made to perform best when wood reaches its EMC of 6%-9%, which directly coincides with a relative humidity range of 30%-50%, and within a temperature ranging from 60° to 80° Fahrenheit. These conditions are usually the normal living conditions of any normal household. Therefore, it is very important to acclimate newly delivered flooring products for as long as necessary to allow the moisture content of the flooring to fully adjust to its new surroundings before installation.

- This warranty does not cover any claims related to exposure to excessive moisture or improper environmental conditions (Humidity Changes).(The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 30%-50%)
- This warranty does not cover wood flooring installed in full bathrooms with a shower or tub.
- This warranty does not cover changes in floor color due to aging or excessive moisture.

**Other Site and Environmental Conditions:** Defects or damages resulting from site conditions (such as extreme heat, radiant heat, or exposure to sand); indentations and scratches (caused by pets, furniture, appliances, tools, heels, toys, etc.); improper maintenance and accidents; misuse and abuse; poor installation, subfloor movement or unevenness are not covered.

**Improper Installation:**

The floor must be installed according to McMillan's Installation Instructions. Installation Instructions are included in cartons of McMillan hardwood flooring. More detailed Installation Instructions may be found on our website: [www.McMillanFloors.com](http://www.McMillanFloors.com). Damage caused by improper storage, handling, or installation methods is not covered by these warranties. Improper preparation of, or deficiencies in, the subfloor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular subfloor surface (particularly at joints) or voids in the subfloor, are not covered under these warranties. Check to be certain that the subfloor is within structural and manufacturing requirements. Defects or failures of other manufacturers' products at the subfloor assembly, including but not limited to subfloor material, fasteners, patching compound, adhesives, and other floor coverings are not covered by these limited warranties. In no event shall McMillan be held responsible for any damage caused to your hardwood flooring by other manufacturers' products.

Other items not covered under the limited warranties include construction traffic abuse to the surface of the flooring; use of non-recommended nailers, staplers, or adhesives; end gapping due to mastic memory or improper seating of planks during installation; squeaking, popping, or crackling by any cause. (Popping sounds caused by depressions in the subfloor ARE NOT covered under these limited warranties.) To facilitate the possible future need of flooring removal and replacement, for whatever reason, McMillan recommends that flooring be installed up to, not under, cabinets, built-ins, and other permanently secured items. We also recommend that prefinished flooring, especially wire brushed and oiled product, be installed in the latter stages of construction to avoid damage by other trades working on or around the flooring.

**Color and Shade Variations:**

New or replacement flooring may not always match samples, printed color photography (including websites and catalogs), existing flooring or other wood products (such as cabinets, stair railings, trim and moldings) due to, among other things, natural variations that occur in species, age, growing conditions, exposure to UV/sunlight and other factors. Consequently, these variations should be expected. Shade variations are an inherent trait

Wood is a natural material and as such can vary by color and shade. Engineered-flooring planks MUST be checked for any visible defects prior to installation. The inspection of the panels is the responsibility of the homeowner and installer.

Therefore this warranty will NOT cover:

1-Claims related to color variations between flooring and/or samples and other flooring or wood products, which you wish to match (Such as cabinets, stair railings, trim, etc.).

2-Claims related to color, shade, or texture variations between samples provided and flooring delivered once flooring planks were installed!



3-Claims related to differences between the color of samples and the color of installed floors, and color variations from board to board.

4-Claims related to differences in color between different dye LOTs.

**Gloss reduction:**

Fading or loss of gloss (or glaze) is not finish wear and not a product defect.

**Other finishes:**

This warranty covers the factory applied finish. Applying another finish and/or sanding (such as in preparation for another finish) may damage the factory applied finish and voids the warranty against finish wear.

**Within the waste factor:**

Defects in flooring that do not exceed the waste factor are not covered under this warranty. Consequently, it is recommended that you add the applicable percentage to your total square footage when ordering your floor.

**Non-Traditional Installations:**

For example, intricate patterns, installations on walls or ceilings, exterior use, and usages for purposes other than flooring (like furniture or countertops) void this warranty.

**Boards Installed with Visible Defects:**

If you see any board with defects, DO NOT install it. This includes visible manufacturing, natural or other defects.

**Radiant Heat:**

McMillan Flooring is not warranted over radiant heat.

**Odd Lots & Clearance:**

An odd lot is flooring that is discounted because it did not pass our rigorous inspection process and is not covered under this warranty.

**Special, Indirect or Consequential Damages:**

Losses, damages or expenses relating to anything other than the floor itself are not covered. For example, personal damages/costs that may arise while pursuing a quality issue, such as missed time from work, hotel stays, storage fees, kennel costs for pets, etc., are not covered. Further, costs relating to the removal of defective flooring or installation of replacement flooring are not covered under the warranty. Countertops, cabinets, built-in appliances or other fixtures should not be installed on top of your floor and the cost of the removal or replacement of these items is not covered.



***Improper maintenance for UV finished product:*** Floor maintenance must follow the recommendations outlined in our Care and Maintenance Tips. Damage to the flooring such as dents, scratches, or dulling of the finish is NOT covered. Damage caused by wet or damp-mopping your floor with products other than those recommended by McMillan is not covered by these limited warranties. In addition, the following are NOT covered under these limited warranties: use of hard floor cleaning machines/steamers; use of non-recommended maintenance and floor-care products, including but not limited to oil soaps, liquid, or paste wax products, other household cleaners that contain lemon, orange, or tung oils; neglect or abuse of the hardwood floor, including but not limited to not taking proper precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and or protective sheets when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked and/or damaged heels; damage from pet claws and other items causing scratches; falling or dropped objects which can dent or fracture the flooring and finish; and dents or scratches in the flooring caused by furniture, appliances, casters, or abnormal foot traffic.

***Improper maintenance for oil finished products:*** Floor maintenance must follow the recommendations outlined in our Care and Maintenance Tips. Damage to the flooring such as dents, scratches, or dulling of the finish is NOT covered. Damage caused by wet or damp-mopping your floor with straight water or other substances other than WOCA approved cleaning and maintenance products is not covered by these limited warranties. In addition, the following are NOT covered under these limited warranties: use of hard floor cleaning machines/steamers; use of non-recommended maintenance and floor-care products, including but not limited to other oil soaps, liquid, or paste wax products, other household cleaners that contain lemon, orange, or tung oils; neglect or abuse of the hardwood floor, including but not limited to not taking proper precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked and/or damaged heels; pet claws and other items which causes scratches; falling or dropped objects which can dent or fracture the flooring and finish; and dents or scratches in the flooring caused by furniture, appliances, casters, or normal foot traffic.

**Improper environment:** McMillan Floors are not warranted against damage caused by man-made or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction. McMillan also does not warrant against:

- 1- Moisture infiltration from side walls, through the subfloor, or from any source;
- 2- Abnormal wearing of the finish in high-traffic areas, pivot points, and seating areas;



3- Other extraordinary circumstances such as extreme low humidity (below 30% for an extended period of time). In extreme low humidity conditions (below 30%), planks may shrink and/or exhibit surface checking and even delaminate when subjected to extended periods of very low levels of humidity. Plank shrinkage in length or width, checking, and delamination due to improper levels of humidity is not covered under this warranty. The proper humidity level (30%–50%) 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 humidity level is not properly maintained between 30%–50% R. H. or if the floor's surface temperature exceeds 82°F.

**Seasonal Checking:** Cracks or checks in the surface of planks due to low humidity, excessively high humidity, or dramatic fluctuations in humidity are inherent in all wood products and may affect your floor's finish. Checking is not covered under these limited warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 30%-50%. McMillan research and experience show that some species such as acacia, hickory or pecan are more susceptible to this phenomenon than others and are not recommended in certain regions without the use of a humidification system.

**Recoating and finish alterations:** Alterations to the finish or non-factory-applied finishes (finishes applied by the owner or installer), including but not limited to refinishing or recoating, are NOT part of the limited warranty for residential finish wear stated above and therefore are NOT warranted by McMillan.

**Natural Sunlight:** The sun and its UV rays cause the aging of wood and therefore can cause the wood stain and/or wood to fade and/or change color. This includes any showroom sample/models; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties. Use draperies or shades to help block out most of the sun's harmful rays. Samples or models in the showroom may also fade, making an exact match to new flooring impossible. Custom finishing and staining of interior millwork and/ or cabinets should be done from the actual floor to be installed, not a showroom sample, if a color and/or gloss match is desired.

## **WARRANTY PROCESS**

Product determined to have any possible defect by the person doing the installation should be returned to your dealer, contractor, or builder for inspection and possible replacement PRIOR TO INSTALLATION. All questions of product quality are to be addressed prior to installation. No credit will be given for material installed with defects or without official approval from the end user. What you should do if any of the above-listed problems occur and you need warranty service: During the warranty period, should you have any problems with your McMillan Floor,



contact the authorized McMillan dealer, builder, or contractor who sold the product within 30 days from the date the problem occurs.

NOTE that these sources are not authorized to make any decisions regarding warranty coverage or any remedies thereunder; they are merely the means through which you should report any problems to McMillan.

NOTE ALSO that McMillan must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue.

#### **WHAT WE WILL DO:**

Under this warranty, McMillan will provide materials free of charge to repair or replace defective floor panels. Labor costs associated with original installation, and/or re-installation, will not be covered under this warranty. If any portion of your floor should fail with respect to this warranty, we will provide a store credit for the purchase price paid for the defective portion of the flooring (excluding any installation costs and labor) in excess of the applicable waste factor mentioned in "What's Covered." A store credit is the sole remedy under this warranty and can be used for store product purchases only. There is no guarantee that the same or a similar product to the original flooring will be available at the time a store credit is issued or redeemed. We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring and installation location. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. FURTHER. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY ARISING OUT OF OR RELATING TO THE PURCHASE OF YOUR FLOORING EXCEED THE TOTAL SUM PAID BY YOU FOR THE FLOORING AT ISSUE, Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. McMillan reserves the right to inspect the installed floor panels, and remove samples if needed for analysis.

#### **HOW TO FILE A WARRANTY CLAIM:**

To file a warranty claim, visit the store where you purchased your floor or email us via the "contact us" link at [www.McMillanFloors.com](http://www.McMillanFloors.com). Claims must be submitted within ninety (90) days of the date that the problem with the floor is first discovered. An original proof of purchase (including the copy of invoice) must be presented when requesting warranty service.

**YOUR RIGHTS:** The terms above represent the sole and exclusive warranty with regard to your flooring. WE DISCLAIM ALL OTHER WARRANTIES, EXCEPT TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW.





## **WARRANTY DISCLAIMERS**

ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE LIMITED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE. MCMILLAN SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY MCMILLAN OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO: REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLPAPER, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF THE FLOORING. YOU MUST UNDERSTAND AND AGREE THAT ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SOLELY YOUR RESPONSIBILITY AND ARE EXCLUDED AS A POTENTIAL REMEDY FOR ANY BREACH BY MCMILLAN THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE HARDWOOD FLOORS. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT INTO THE COURTS OF THE STATE OF DELAWARE.