



## MCMILLAN FLOORING WATERPROOF FLOORING LIMITED WARRANTY

### ATTENTION:

McMillan Waterproof Flooring subjected to excessive heat and sun exposure is subject to expansion and contraction (thermal degradation). Use appropriate precautions to minimize potential effects on your McMillan floor.

### 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 might not have a warranty.

### LENGTH OF COVERAGE:

#### 25 YEAR LIMITED RESIDENTIAL WARRANTY

### WHAT DOES THIS WARRANTY COVER?

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 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 design layer will not wear through under normal traffic conditions.

- **Limited Finish Wear Warranty.** Finish wear from normal residential use conditions resulting in the exposure of the decorative layer, subject to the exclusions provided in warranty exclusion section below.
- **Product Structure.** The product will be free of manufactured defects in materials and workmanship.



- **Curling.** Vinyl peel and stick will be free from edge curling from normal residential use conditions.
- **Limited Waterproof Warranty.** The structural integrity of the product will not be significantly diminished by exposure to water during the Warranty Period under normal residential use conditions. This limited warranty extends only to topical moisture and topical water exposure. Please note that this warranty relates only to the purchased product itself and does not warrant that your subfloor, residence, or any other items or properties will be safe from water damage because of the installation of this product.
- **Limited Pet Stain Warranty.** While the vomit, urine, and feces are still wet (and such wetness is not exceeding twenty-four hours), the product will resist staining and damage caused by the vomit, urine, and feces of domestic cats and dogs that occur during normal residential use, subject to timely attention under the Installation and Care Requirements (defined and discussed below). Please note that this warranty relates only to the purchased product itself and does not warrant that your subfloor, residence, or any other items or properties will be safe or resistant from these pet stains because of the installation of this product.
- **Delamination.** The product will not delaminate under normal residential use conditions

**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- Chipping from objects which have fallen onto the flooring.
- 6- Flooring must be used only indoors in a climate-controlled area.
- 7- This limited warranty does not apply to the molding and trims
- 8- Installation of flooring that contains any manufacturing defect is not covered by this limited 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.



## **WARRANTY EXCLUSIONS:**

Although the McMillan Waterproof Flooring are very durable, proper measures must be taken to ensure adequate care and maintenance of the flooring.

NOT covered by this warranty:

### **Basics**

- Stains caused by improper care and maintenance.
- Swelling of edges or end peaking due to excessive moisture or heat of any type from any source.
- Scratches of any kind. Vinyl flooring will scratch if not properly protected. Make sure all furniture has felt pads on all legs and have adequate door mats at all outdoor entrances.
- Denting from objects which have fallen onto the flooring.
- Fading due to excessive exposure to sunlight.
- Damage caused by improper storage, handling, or installation method

### **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):**

While moisture will not affect the floor's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold (and/or) mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed). McMillan structure warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture.

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 within a temperature ranging from 60° to 90° Fahrenheit. These conditions are usually the normal living conditions of any normal household.



- 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 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:**

1-Bridging caused by lack of adequate expansion or the proper use of transition moldings.  
2-The floor must be installed according to McMillan's Installation Instructions. Installation Instructions are included in cartons of McMillan flooring. More detailed Installation Instructions may be found on our website: [www.McMillanFloor.com](http://www.McMillanFloor.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 waterproof flooring by other manufacturers' products.

3-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.

**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

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 the 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:**

1-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 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.

2-Stains caused by improper care and maintenance.

**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 & Fading due to excessive exposure to sunlight:** The sun and its UV rays cause the aging of wood and therefore can cause the floor 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 the 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." 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.McMillanFloor.com](http://www.McMillanFloor.com). Claims must be submitted within ninety (30) days of the date that the problem with the floor is first discovered. Original proof of purchase (including the copy of the 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**

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