



## Limited Warranty

### Monarch Plank Unfinished Engineered Flooring

v040524

#### MONARCH PLANK RESPONSIBILITIES:

##### Lifetime Structural Warranty

Monarch Plank's warranty commitment is to provide quality engineered hardwood flooring that is free from manufacturing defects in milling and lamination for the lifetime of the product.

These warranties are given only to the original retail purchaser of the flooring. No warranties are transferable. Monarch Plank reserves the right to verify and inspect any and all warranty claims prior to deciding on the appropriate course of action, and such inspection may require more than one visit to the site. Warranty claims may be investigated and inspected by company personnel and/or NWFCA Certified Hardwood Flooring Inspectors at our option. Some defect claims may require the removal of samples for analysis. Responsibility for replacement costs of materials will be determined after cause and analysis is made. Monarch Plank will repair and/or replace any material deemed defective at our option. In the event that the defective flooring is unable to be repaired in a reasonable number of attempts, Monarch Plank will reimburse the original purchaser the purchase price of the flooring for the defective portion of the floor.

#### CUSTOMER / END-USER RESPONSIBILITIES:

- Customer must retain the original sales receipt.
- Customer must follow the Monarch Plank Installation, Care & Maintenance Instructions applicable to the product installed (hereafter referred to as 'Installation Instructions').
- Customer must follow proper maintenance and floor care procedures, using proper maintenance and cleaning products as prescribed for the applicable coating type selected. See the Installation Instructions for general hardwood flooring care guidelines.
- Hardwood flooring is a natural product. Wood expands and contracts according to humidity and moisture conditions. It is very important that engineered wood flooring be thoroughly acclimated to a controlled environment before it is installed and that the environment remain controlled throughout the life of the floor.
- Before, during and at all times after installation, customer must maintain proper temperature and relative humidity conditions in all areas where the flooring is installed, as detailed in the Installation Instructions and Care & Maintenance Instructions.

Temperature must be maintained in the range of 60° - 75°F and relative humidity must be maintained in the range of 35% - 55%. Failure to maintain these conditions may cause movement in the flooring, gapping between planks, cupping, cracking, and other problems.

- Prior to installation, Customer must visually inspect the delivered flooring material for proper color, grade and texture to confirm that it is visually satisfactory and suitable for installation. Monarch Plank accepts no responsibility for liabilities, claims, or expenses, including labor costs, where flooring with visible defects or otherwise unsatisfactory appearance has been installed.

#### **INSTALLER RESPONSIBILITIES:**

- Carefully follow the Installation Instructions.
- Verify that the flooring has been properly acclimated prior to installation. Refer to the Installation Instructions specific to the item purchased before opening any cartons of flooring for acclimation, and follow all guidelines carefully.
- Verify that installation and/or site conditions are adequate for the installation in accordance with the Installation Instructions and ensure that humidity and temperature conditions are maintained during acclimation and installation.
- Verify that the subfloor is clean, dry, flat, and structurally sound per the requirements listed in the Installation Instructions.
- Check each plank for proper color, grade, texture, manufacturing defects and/or visible damage prior to installation. Verify prior to installation that any hardwood flooring that will be installed has been manufactured within acceptable tolerances and is visually satisfactory to all parties involved, including the owner / end-user. When in doubt, do not install. If there are any visually dissatisfactory issues with the flooring, immediately contact the retailer to arrange return or replacement. Installation constitutes full and final acceptance of the appearance of the product. Monarch Plank accepts no responsibility for liabilities, claims, or expenses, including labor costs, where flooring with visible defects or otherwise unsatisfactory appearance has been installed.

#### **Warranty Exclusions - things not covered by Monarch Plank's Warranty:**

- Wood flooring installed in full bathrooms with a shower or tub
- Damage caused by fire, flooding and other natural disasters and/or Acts of God
- Damage caused by negligence, accidents, misuse or abuse
- Damage caused by vacuum cleaner beater bar or hard heads
- Damage caused by steam mops
- Damage caused by appliances, furniture, and casters
- Damage caused by cutting from sharp objects, rocks, debris, etc.
- Damage to the coating caused by tape or other adhesive products
- Scratches or indentations due to sand, pebbles or other abrasives, debris, pets, insects, construction traffic, or failure to maintain the floor as required
- Color, shade, grade or texture differences between samples, printed color photography or replacement flooring and original flooring material

- Color, shade, grade or texture differences between original flooring material and add-on material that is ordered and installed at a later date
- Changes in color due to exposure to sunlight and air (NOTE: color differences between exposed floor areas and those covered by rugs, and between sunny vs. shady areas, are to be expected with all wood flooring and do not constitute a product defect)
- Noises (squeaks, etc.) associated with anything other than the mis-manufacture of the flooring
- Naturally occurring wood characteristics such as variation in grain, mineral streaks, and knots
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials and fasteners, including but not limited to uneven subfloor surfaces, floor deflection, voids in the subfloor, or excessive moisture in the subfloor
- Natural expansion and contraction resulting in separation between boards or damage caused by high or low humidity
- Separations between the flooring boards caused by expansion and contraction due to seasonal changes
- Cracks or loose filler/putty caused by exposure to excessively high or low relative humidity
- Cupping or crowning in the flooring boards due to excessive subfloor moisture or excessively high or low relative humidity
- Products designated as "thrift," "clearance," "tavern," "bargain," "cabin grade," "economy grade," "blowout," "close-out," "off-goods," "non-standard," and/or products sold "As-Is"
- Construction or installation-related damage
- Floor damage or adhesive breakdown caused by subfloor moisture or water damage, including without limitation to broken or leaking water pipes, flooding, wet mopping spills or weather conditions
- Installation defects including installations made in violation of applicable state or local housing or building codes, or contrary to the Installation Instructions

**Color Disclaimer:**

There are color and pattern variations in all wood. This is characteristic of a living tree. All wood will also go through natural color changes from the effects of oxidation and exposure to light. In some species such as Walnut, Maple, Teak and others, this color change is more pronounced. Color treatments such as carbonization, fuming/smoking, and tannin-reactive stains may also be photosensitive and result in color change over time that differs and may exceed the natural color change that the particular species might otherwise demonstrate. For example, smoked Oak (aka fumed Oak) may exhibit pronounced color change, similar to that of natural Walnut. In all cases, color change is not a product defect and is not covered by this warranty.

**Radiant Heat:**

When the Installation Instructions are followed, Monarch Plank engineered wood flooring having a top layer made of an approved species and of an appropriate plank size as outlined in the 'Radiant Heat Systems' section of the Installation Instructions is fully

warranted over radiant heat. The warranty will be void if any of the requirements in the 'Radiant Heat Systems' section of the Installation Instructions are not fully met. NOTE: in wood flooring installations over radiant heat, moderate surface checking, cracking (especially at the ends of boards and around knots), shrinkage, gapping between planks, and slight cupping are all to be expected and do not constitute a product defect.

NOTE: Monarch Plank solid wood flooring products are NOT warranted for installation over any type of radiant heat system.

**Warranty Disclaimer:**

No retailers, distributors or employees have the authority to alter the obligations, limitations, or exclusions under any of the Monarch Plank warranties. Monarch Plank excludes and will not be liable for or pay incidental, consequential or special damages under any warranties. This means any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. These limited warranties constitute the only express warranties for the product purchased. To the extent permitted by law and for all non-consumer products, all warranties other than Monarch Plank limited warranties express or implied, including any warranty merchantability or fitness for a particular purpose, are disclaimed. If any implied warranty arises under state law, any and all implied warranties (including any warranty of merchantability and fitness for a particular purpose) are limited in duration to the duration of this written warranty, to the extent allowed by law. Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply. These warranties give the customer specific legal rights, and the customer may also have other rights that vary from jurisdiction to jurisdiction.

Monarch Plank wants every customer to be happy and satisfied with their purchase. If there are claims or questions, or in the event that you are not totally satisfied with your hardwood floor, contact your local retailer first. If the retailer is unable to answer your questions you may contact Monarch Plank in writing at the following address:

Attn: Customer Service  
Monarch Plank  
9303 Greenleaf Ave.  
Santa Fe Springs, CA 90670