



# **PRODUCT WARRANTY**

## **ARK FLOORS**

### **25 YEAR RESIDENTIAL LIMITED WARRANTY FOR SOLID & ENGINEERED HARDWOOD FLOORING**

**NOTE: THE WARRANTY BELOW IS NULL AND VOID FOR ANY ARK FLOORS (ARK) PRODUCT PURCHASED FROM AN INTERNET SITE THAT IS NOT RELATED TO AN AUTHORIZED ARK FLOORS DISTRIBUTOR/DEALER. ARK FLOORS DOES NOT SELL DIRECTLY TO INTERNET-ONLY COMPANIES AND THEREFORE OUR WARRANTY DOES NOT APPLY TO PRODUCTS SOLD BY SUCH ENTITIES. A RECEIPT OR PROOF OF PURCHASE WILL BE REQUIRED ON CLAIMS THAT DO NOT COME TO US THROUGH ONE OF OUR AUTHORIZED DEALERS/ DISTRIBUTORS.**

### **LIGHT COMMERCIAL LIMITED WARRANTY**

Ark Floors proudly provides separate warranty coverage for light commercial installs. Please refer to our light commercial limited warranty for details and limitations.

### **RESIDENTIAL LIMITED WARRANTY**

Ark Floors warrants for twenty-five (25) years from the date of original purchase to only the original purchaser of its pre-finished hardwood floors in its original manufactured and installed condition within a residence, when used under normal residential traffic and other conditions, installed in accordance with industry standards and Ark Floors Installation Instructions, maintained in accordance with ARK's Care and Maintenance Instructions and the World Floor Covering Association's Maintenance Guidelines, and as otherwise provided below, its products to be free of any manufacturing defects caused by improper milling, grading, dimension, its coating and finish will not wear through for the lifetime of the floor and, if engineered, not to delaminate. Under this Limited Warranty, Ark Floors is liable only for defective flooring that exceeds 5% of the same Ark Floors flooring installed in the room in which the defective flooring was properly installed and maintained.

### **REMEDY**

THE ONLY REMEDY FOR DEFECTIVE FLOORING COVERED BY ANY OF THE ABOVE WARRANTIES SHALL BE, AT ARK FLOORS'S SOLE OPTION, THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE FLOORING OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE FLOORING.

### **LIMITED WARRANTY ADDITIONAL CONDITIONS [READ THESE CAREFULLY]**

THESE WARRANTIES APPLY ONLY IF THE FOLLOWING SEVEN (7) CONDITIONS ARE MET:

1. THE ORIGINAL CONSUMER WHO PURCHASED THE FLOOR IS MAKING THE WARRANTY CLAIM;



2. THAT CLAIM IS FOR THE FLOORING LOCATED AT THE ORIGINAL SITE OF INSTALLATION, IN ITS ORIGINAL MANUFACTURED CONDITION (THAT IS, PROPERLY INSTALLED, REASONABLE WEAR AND USE EXCEPTED);
3. THE FLOOR HAS BEEN USED FOR RESIDENTIAL USE ONLY;
4. THERE HAS BEEN FULL COMPLIANCE WITH ALL OF THE OTHER PROVISIONS OF THESE LIMITED WARRANTIES, WITHOUT EXCEPTION;
5. ARK HAS BEEN FULLY PAID FOR THE FLOORING;
6. ARK RECEIVES THE CLAIM **WITHIN SIX (6) MONTHS** OF THE OCCURRENCE OF THE ALLEGED DEFECT. THESE WARRANTIES ARE NOT TRANSFERABLE. THESE WARRANTIES MAY NOT BE ALTERED BY ANY DEALER, INSTALLER, AGENT OR DISTRIBUTOR OF ARK FLOORS, OR ANYONE ELSE.
7. DO NOT INSTALL DEFECTIVE FLOORING. THE INSTALLER AND HOMEOWNER ARE RESPONSIBLE TO INSPECT THE FLOORING PRIOR TO INSTALLATION. DEFECTS DISCOVERABLE PRIOR TO INSTALLATION SHALL BE CONCLUSIVELY DEEMED TO BE WAIVED AFTER INSTALLATION.

IF YOU MAKE A CLAIM FOLLOWING OUR PROCEDURES WITHIN THE FIRST YEAR SINCE THE ORIGINAL DATE OF PURCHASE, AND THE CLAIM IS ACCEPTED BY US, THEN WE WILL, AT OUR SOLE DISCRETION, EITHER REPAIR OR REPLACE (EXACT MATCHING CANNOT BE GUARANTEED) THE DEFECTIVE FLOORING AND, FURTHER AT OUR SOLE DISCRETION, REIMBURSE OR PAY YOUR ACTUAL AND REASONABLE LABOR COSTS TO REPAIR OR REPLACE THE DEFECTIVE AREA OF YOUR FLOOR IF PROFESSIONAL INSTALLED AND PRE-APPROVED BY US. WE RESERVE THE RIGHT TO CHOOSE AND PAY THE INSTALLER DIRECTLY FOR THE REPAIR OR REPLACEMENT.

IF YOU MAKE A CLAIM FOLLOWING OUR PROCEDURES AFTER THE FIRST YEAR SINCE THE ORIGINAL DATE OF THE PURCHASE AND BEFORE THE END OF YOUR LIMITED WARRANTY PERIOD, AND THE CLAIM IS ACCEPTED BY US, THEN WE WILL, AT OUR SOLE DISCRETION, EITHER REPAIR OR REPLACE (EXACT MATCHING CANNOT BE GUARANTEED) OR PAY THE COSTS OF THE DEFECTIVE FLOORING MATERIAL ONLY, WITH NO ALLOWANCE FOR ANY LABOR COSTS IN ANY OPTION WE CHOOSE. FURTHER, ANY CLAIM AFTER THE FIRST YEAR WILL BE WARRANTED BUT ONLY ON A PERCENTAGE BASIS AS SET FORTH BELOW. THE PERCENTAGE WILL BE BASED ON THE NUMBER OF YEARS REMAINING OF THE 25-YEAR LIMITED WARRANTY PERIOD FROM THE DATE OF ORIGINAL PURCHASE AS COMPARED TO THE 25-YEAR LIMITED WARRANTY PERIOD. SO FOR EXAMPLE, A CLAIM PROPERLY MADE AND PROCESSED IN THE SECOND (2<sup>ND</sup>) YEAR OF THE WARRANTY PERIOD WILL RESULT IN A PAYMENT OF 23/25 (92%) OF THE ORIGINAL COSTS OF THE DEFECTIVE FLOORING BASED ON YOUR PURCHASED RECEIPT, EXCLUDING INSTALLATION AND SALES TAX, IF WE AT OUR SOLE DISCRETION CHOSE TO PAY THE COSTS OF THE DEFECTIVE FLOORING IN LIEU OF REPLACEMENT. IF WE AT OUR SOLE DISCRETION CHOSE TO REPLACE THE DEFECTIVE FLOORING, WE WILL THEN FURNISH AT NO CHARGE REPLACEMENT MATERIAL FOR 23/25<sup>TH</sup> (92%) OF THE DEFECTIVE FLOORING WITH NO ALLOWANCE FOR ANY LABOR COSTS. THE SAME WILL BE TRUE IN THE THIRD (3<sup>RD</sup>) YEAR OF THE WARRANTY PERIOD FOR 22/25<sup>TH</sup> (88%), FOURTH (4<sup>TH</sup>)



YEAR FOR 21/25<sup>TH</sup> (84%), FIFTH (5<sup>TH</sup>) YEAR FOR 20/25<sup>TH</sup> (80%), ETC. WE WILL NOT PAY THE LABOR OF REMOVING THE DEFECTIVE FLOORING OR THE INSTALLATION OF THE REPLACEMENT FLOORING.

IN ANY AND ALL WARRANTY CLAIMS, IN THE EVENT THAT THE COLOR OR MODEL OF YOUR FLOORING IS NO LONGER AVAILABLE, WE AT OUR SOLE DISCRETION WILL PROVIDE YOU WITH A PRODUCT OF EQUIVALENT VALUE. FURTHER, ANY WARRANTY CLAIMS, SUBJECT TO ALL TERMS HEREIN, WILL RESULT IN THE REPAIR OR REPLACEMENT (OR PAYMENT IF WE CHOSE THIS OPTION) OF THE ACTUALLY DEFECTIVE FLOORING PIECES ONLY. THERE IS NO WARRANTY THAT THE REPLACED FLOORING AREA WILL BE THE SAME IN AGE OR APPEARANCE AS THE SURROUNDING ORIGINAL FLOORING.

THE ABOVE DESCRIBED REMEDY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS UNDER THIS LIMITED WARRANTY. ANY AND ALL DISPUT ARISING UNDER THIS LIMITED WARRANTY IS SUBJECT TO THE LAW OF THE STATE OF CALIFORNIA, WITHOUT APPLYING ANY CONFLICTS OF LAW PRINCIPLES, WITH EXCLUSIVE JURISDICTION AND VENUE TO BE THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES FOR RESOLVING ANY DISPUT HEREUNDER.

**LIMITED WARRANTY DISCLAIMERS [READ THESE CAREFULLY]**

THESE PROVISIONS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE EXPRESS WARRANTIES PROVIDED AND IS IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES. ARK FLOORS MAKES ABSOLUTELY NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT AS STATED IN THESE LIMITED WARRANTIES. ARK FLOORS HAS NO OTHER OBLIGATIONS OF ANY KIND TO ANYONE. ARK FLOORS WILL NOT COMPENSATE ANYONE FOR ANY CLAIMS, LOSSES OR DAMAGES OF ANY KIND DURING THE APPLICABLE LIMITED WARRANTY PERIOD OR OTHERWISE EXCEPT AS STATED EXPRESSLY IN THESE LIMITED WARRANTIES. ALL OF OUR OBLIGATIONS END WHEN THE APPLICABLE LIMITED WARRANTY PERIOD IS OVER. ARK FLOORS SHALL NOT BE LIABLE TO ANYONE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LABOR COSTS, LOSS OF INCOME OR PROFITS FOR ANY DEFECT OR FOR ANY CLAIM ARISING OUT OF ANY ALLEGED BREACH OF (1) THESE LIMITED WARRANTIES, OR (2) ANY IMPLIED WARRANTY, OR (3) ANY OTHER THEORY, LAW OR OTHERWISE.

*Some states do not allow the exclusion or limitation of incidental, special or consequential damages, or the exclusion or limitation of implied warranties, so such exclusions or limitations may not apply to you. This warranty gives you specific legal rights and you may have other rights that vary from state to state.*



## LIMITED WARRANTY EXCLUSIONS [READ THESE CAREFULLY]

THESE WARRANTIES DO NOT COVER THE FOLLOWING:

- ✓ Refinished floors, whether the finish is re-coated, screened or otherwise treated or altered from its original factory finish post-purchase, **EVEN IF THE ACTION IS APPROVED BY ARK TO RESOLVE A FINISH-RELATED CLAIM.**
- ✓ Improper transportation, handling, or storage.
- ✓ Indentations, scratches, or damage caused by negligence, water, sand, everyday wear, abuse, heavy foot traffic, pets, furniture, spiked / cleated shoes (or the equivalent), and/or wet, excessively damp or equivalent mopping.
- ✓ Color changes from exposure to direct or ambient light, as such changes are considered natural occurrences in wood floors and are not the result of a manufacturing defect.
- ✓ Failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels. [Surface checking or cracking may result from a condition of low humidity, and mildew, cupping, crowning and/or discoloration may result from a condition of high humidity.]
- ✓ Failure to follow manufacturer's installation instructions, including but not limited to failure to use approved adhesive or install a moisture barrier.
- ✓ Improper installation or workmanship, whether by **ACCIDENT, LACK OF PREPAREDNESS OR OTHERWISE.**
- ✓ Improper care and maintenance. Never use any household cleaner or product that is not recommended by ARK Floors in our Care and Maintenance Instructions, such as, but not limited to, water, soap, detergent, oils (unless otherwise recommended), wax, polishes, alcohol, mineral spirits (unless directed otherwise), brand name oil soap, vinegar, steel wool, scouring pads (or the like), ammoniated cleaners, abrasive cleaners, or similar products. The use of floor products not recommended by Ark Floors will void these warranties. **PLEASE REFER TO FULL ARK'S CARE AND MAINTENANCE FOR A COMPLETE LISTING.**
- ✓ Normal expansion and contraction throughout the year as seasonal climatic conditions change. Wood floors may experience between boards conditions that are considered natural occurrences in wood floors and are not the result of a manufacturing defect.
- ✓ Grading differences up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]



- ✓ Milling differences up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]
- ✓ Surface and other cosmetic differences (such as but not limited to discoloration and knots) up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]
- ✓ Defects in manufacture that cross-cutting and other adjustments on-site during installation can resolve up to 5% of the square footage ordered. [Order 5% to 7% installation can resolve up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]
- ✓ Normal color and grain variation. Wood is a natural product and variations in color, grain, pattern and texture normally occur in original materials and are not considered defects. No two pieces are the same and the same species can vary in color and grain.
- ✓ Deviations from samples supplied by dealers/contractors, whether differences are in texture, color, gloss level, nominal wear layer changes or otherwise because of variations attributable to different production dates. **IT IS THE RESPONSIBILITY OF THE INSTALLER AND THE HOMEOWNER TO ENSURE THAT THE PRODUCT IS THE ONE SELECTED PRIOR TO INSTALLATION.**
- ✓ Failure to protect flooring from furniture, furnishings, accessories, spills, pet mess, sharp or heavy objects, dirt, grit, sand or other abrasives, pets and appliances.
- ✓ New or replacement flooring are not warranted to match pre-existing flooring.
- ✓ Surface wear in high-traffic areas such as doorways, hallways, in front of appliances, sinks or the like.
- ✓ Damage caused by accident, casualty, environmental conditions, flooding, or exposure to any contaminant.
- ✓ Removal or replacement of cabinetry, appliances, built-ins, **OR ANY REMODELLING / REDECORATING PROJECT THAT RESULTS IN BOARD DAMAGE.**
- ✓ Any noise and/or sound issues (e.g. squeaking, hollow sound, etc.).
- ✓ Damage to flooring caused by water trapped beneath the floor due to improper subflooring or underlayment.
- ✓ Water damage to flooring due to excessive moisture in a concrete slab due to improper installation, hydrostatic pressure or flooding caused by malfunctions from appliances such as dishwashers, ice makers, refrigerators, sinks, pipes or from natural disasters.



- ✓ Damage to finish caused by vacuum cleaner beater bars and hard or metal caster wheels.
- ✓ Settlement of the building or structural changes in the sub-floor.
- ✓ The use of floor products not recommended by Ark Floors will void these warranties.
- ✓ Any condition, circumstance, event or conduct beyond the control of Ark Floors including but not exclusively any weather, casualty, water, moisture, plumbing, fire or ACCIDENT-RELATED DAMAGES TO THE HOME THAT adversely affect the flooring.
- ✓ Squeaking or cracking by any cause OTHER THAN as a result of improper manufacturing.
- ✓ Any condition of the flooring resulting from excessive or inadequate humidity –RELATIVE HUMIDITY BEFORE, DURING AND AFTER INSTALLATION MUST BE AND REMAIN AT BETWEEN 30% TO 50%. IT IS THE PURCHASER’S RESPONSIBILITY TO ENSURE INSTALLATION CLIMATE MEETS THESE CRITERIA. INSTALLATION ERRORS AND PATTERN ALLOWANCES
- ✓ ARK is not responsible for any installation errors. Installers should allow a sufficient waste factor to allow for errors and the pattern selected. IF A REOCCURRING PROBLEM OCCURS OR WASTE ON ACCOUNT OF ACCUMULATED DEFECTS IS EXCESSIVE, STOP IMMEDIATELY AND THE PROBLEM REVIEWED BEFORE PROCEEDING.

### **RADIANT HEAT**

Ark Floors products are **NOT** meant for radiant heat installations UNLESS THE PRODUCT IS CLEARLY MARKED AS SUITABLE FOR RADIANT HEAT INSTALLATIONS.

### **FLOORING INSPECTIONS**

Ark Floors reserves the right to require an inspection by an NWFA Certified Inspector for any warranty claim. A claimant’s failure to provide reasonable access for such an inspection shall constitute a waiver by the claimant of the claim. If ARK does deny a claim based on any of the above referenced conditions, disclaimers, or exclusions and the dealer or customer insists on an inspection, they may be made liable for inspection fees at ARK’s discretion should it be determined NOT to be a manufacturing defect.

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