



## **ARK FLOORS, INC. LIMITED WARRANTY**

### **RESIDENTIAL WARRANTY PROGRAM - PRE-FINISHED SOLID AND PRE-FINISHED ENGINEERED FLOORS**

Ark Floors, Inc. ("ARK") warrants to the original purchaser only that its pre-finished floors with a UV cured aluminum oxide finish in its original manufactured and installed condition and installed in accordance with industry standards and ARK instructions not to wear through or, if engineered, not to delaminate for twenty-five (25) years from the date of original purchase, when used under normal residential traffic and other conditions provided that there is continuance compliance with the preventive maintenance and regular maintenance programs prescribed in the World Floor Covering Association Maintenance Guidelines and with the other provisions set forth below.

ARK also warrants to the original purchaser only that its pre-finished floors in its original manufactured and installed condition and installed in accordance with industry standards and ARK instructions are free of any manufacturing defects caused by improper milling, grading, dimension and coating for the lifetime of the floor, when used under normal residential traffic and other conditions provided that there is continuance compliance with the preventive maintenance and regular maintenance programs prescribed in the World Floor Covering Association Maintenance Guidelines and with the other provisions set forth below. ARK is liable only for defective flooring that exceeds 5% of the same ARK flooring installed in the room in which the defective flooring was properly installed.

#### **COMMERCIAL WARRANTY PROGRAM – 3 YEAR LIGHT COMMERCIAL**

ARK warrants for commercial use of its commercial products to the original purchaser only that its floors in its original manufactured and installed condition and installed in accordance with industry standards and ARK instructions not to wear through or, if engineered, not to delaminate for three years from the date of original purchase, when used under light commercial traffic and other conditions (provided that the use is not for food service or similar businesses), provided that there is continuance compliance with the preventive maintenance and regular maintenance programs prescribed in the World Floor Covering Association Maintenance Guidelines and with the other provisions set forth below. ARK is liable only for defective flooring that exceeds 5% of the same ARK flooring installed in the room in which the defective flooring was properly installed.

#### **RADIANT HEAT**

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

#### **REMEDY**

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

#### **ADDITIONAL TERMS AND CONDITIONS**

THESE WARRANTIES APPLY ONLY IF THE FOLLOWING SIX (6) 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; AND
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, OR ANYONE ELSE.**

**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.**

#### **DISCLAIMERS [READ THESE CAREFULLY]**

**THE FOREGOING IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE EXPRESS WARRANTIES PROVIDED AND IS IN LIEU OF ALL THE OTHER EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES. ARK 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 HAS NO OTHER OBLIGATIONS OF ANY KIND TO ANYONE. ARK 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**

**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.*

## **WARRANTY EXCLUSIONS [READ THESE CAREFULLY]**

### **THESE WARRANTIES DO NOT COVER THE FOLLOWING:**

1. Improper transportation, handling or storage.
2. Indentations, scratches or damage caused by negligence, water, sand, everyday wear, abuse, pets, spiked heel or cleated shoes or the equivalent, or wet, excessively damp or equivalent mopping.
3. Color changes from exposure to light which are considered natural in wood floors.
4. 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.]
5. Failure to follow manufacturer's installation instructions, including but not limited to failure to use approved adhesive [Thane adhesive must be used for the installation of engineered wood floors] or install a moisture barrier.
6. Improper installation or workmanship.
7. Improper care and maintenance. [Never use any household or furniture "dust remover," "polish or similar product; never use any oil-based cleaner, wax, polish or similar product; never use any detergent, soap, steel wool, scouring pad or the like; never use any ammoniated cleaner or abrasive cleaner.]
8. Normal expansion and contraction that solid wood floors may experience between boards at different times during the year. [If minor separations do occur, they are not covered by this warranty.]
9. 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.]
10. 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.]
11. 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.]
12. 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% more flooring than actually needed by measurement to cover this allowance.]
13. 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.]
14. Deviations from samples supplied by dealers/contractors.
15. Color Fastness. [All woods are sensitive to light/or oxygen, and over time, will change color, developing a unique patina. Native species, such as cherry, darken over time; walnut, on the other hand, lightens. In general, a water based finish tends to inhibit the degree of change, while an oil based finish allows a more pronounced change to occur.]
16. Failure to protect flooring from furniture, furnishings, accessories, sharp or heavy objects, dirt, grit, sand or other abrasives, pets and appliances.
17. New or replacement flooring are not warranted to match pre-existing flooring.
18. Surface wear in high-traffic areas such as doorways, hallways, in front of appliances, sinks or the like.
19. Damage caused by accident, casualty, environmental conditions, flooding, or exposure to any contaminant.
20. Removal or replacement of cabinetry, appliances, built-ins, etc.
21. Settlement of the building or structural changes in the sub-floor.
22. The use of floor products not recommended by ARK may void these warranties.
23. Non-payment to ARK for the flooring involved will void these warranties.
24. Any condition, circumstance, event or conduct beyond the control of Ark.
25. Squeaking or cracking by any cause OTHER THAN as a result of improper manufacturing.
26. 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 THIS 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 CALL THE SERVICE DEPARTMENT AT ARK TOLL FREE 800-918-6188 TO HAVE THE PROBLEM REVIEWED BEFORE PROCEEDING.

**FOR COMPLETE CARE AND MAINTENANCE INSTRUCTIONS, VISIT [www.ark-floors.com](http://www.ark-floors.com)**

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