

Vandyck Wood Flooring Limited Warranty

It is the responsibility of the installer and homeowner to inspect the wood prior to installation. We accept no warranty liability when planks with visible defects are installed.

Wood is a natural product, color variations between each plank, knots, mineral stains/streaks, color changes due to age or light exposure, grain patterns, sample matches, etc. are not warranted.

This warranty does not cover naturally occurring elements of wood flooring, including but not limited to variations in color, grain, mineral deposit, open or closed knots, pits, worm holes, splits/checks, splintering, shake, unfilled grain, and other visual or natural imperfections, or other characteristics resulting from true craftsmanship or hand-scraping, wire brushing, or distressing.

Do not use any cleaners or maintenance products on **oil finished** wood floors that are not specifically made for oil finished wood floors. Do not use household cleaners that contain lemon oil, tung oil, silicon or ammonia as the warranty does not cover damage caused by non-recommended products. The use of these and other such products can impair the long-term performance of the floor and may also affect its ability to recoat.

Vandyck warrants all materials in accordance with its warranty statement. The warranty does not cover damage to the finish due to improper maintenance, accident, neglect or abuse, including damage such as scratches, indentations or discoloration. This warranty does not cover damages caused by or relating to improper transportation, storage, or installation of the Flooring.

In order to be covered under this limited warranty, the floor must be properly installed by a licensed flooring contractor in accordance with all installation instructions provided with the floor and in accordance with industry professional workmanship. This warranty does not cover damage caused by improper floor installation. In order to be covered under this limited warranty, the flooring must be purchased from an authorized dealer.

Vandyck shall not be liable for any indirect, special, consequential or punitive damages (including lost profits) arising out of or relating to this Agreement or its contemplated transactions.

This warranty does not cover minor separations between boards due to normal expansion and contraction that wood floors may experience based on weather conditions, environmental conditions, or other outside forces. This warranty does not cover cupping, delaminating, crowning, gapping, splitting, or checking that become visible due to excessive moisture, lack of moisture, low humidity, improper subfloor preparation, or other site conditions.

This warranty does not cover damage resulting from the failure to properly maintain flooring and may be voided due to failure to follow all industrial care and maintenance instructions. This warranty does not cover damage caused by improper or incorrect use or application of any product on flooring. This warranty does not cover any noise and/or sound issues related to the flooring (e.g., squeaking or hollow sounds). **Vandyck** makes no representations regarding the suitability of the flooring with regard to sound transmission or abatement, nor does **Vandyck** make any warranty regarding the flooring's ability to meet or exceed any sound transmission or abatement requirements which may apply to your property or which may otherwise be desired by you.

This warranty does not cover any defects unless the square footage of such defective flooring exceeds 10 percent (10%) of the total square footage of your purchased Flooring, except as otherwise set forth herein.



STRUCTURAL RESIDENTIAL WARRANTY

25-year warranty from date of sale.

Vandyck warrants that the residential flooring sold under this warranty, is at the time of sale free from defects in material and manufacture, and that it conforms to our standard factory specifications for flooring. When professionally installed according to installation instructions, maintained properly, and used for its intended purpose, the flooring will not delaminate, separate, buckle, warp or twist. Natural expansion or contraction from moisture, heat and cold is not included, and is not a defect. Wood is a natural product and will move somewhat under varying conditions.

If the flooring does fail, we will provide enough material at no charge, to replace and/or repair the damaged areas, or refund the purchase price of the damaged wood. This applies to the original purchaser only, and is not transferable. Installation instructions must be adhered to, for a valid warranty to apply.

FINISH WARRANTY

25-year warranty from date of sale.

Providing a 7 coat, Ultra-Violet cured, Poly-Urethane Residential finish.

Vandyck warrants that the factory-installed finish on the flooring is, at the time of sale, free from defects in material and manufacture, and that it conforms to our standard factory specifications for flooring. We warrant that the finish will not wear through to the underlying wood, or separate from the wood itself for a period of 25 years from date of sale. If the finish does fail, we will provide enough material at no charge, to replace and/or repair the damaged areas, or refund the purchase price of the damaged wood.

Installation instructions must be adhered to for a valid warranty to apply.

3-year commercial surface finish limited warranty.

The surface finish for Flooring purchased for commercial use is warranted not to wear through or separate from flooring under normal commercial traffic conditions for 3 years from the date of retail purchase so long as all care and maintenance instructions are followed. Failure to care for and maintain your flooring may void this warranty. This "wear through" warranty is subject to a standard trade allowance of up to 10 percent (10%) of the total Flooring area and excludes stairs, meaning that such defects will only receive warranty protection if the Flooring subject to the defects exceeds ten percent (10%) of the total Flooring installed and stairs shall not be covered at all.

Warranties Apply to Original End User Only.

All Flooring warranties, including any implied warranties, apply to the original end user of the flooring only. All warranty coverage terminates if you sell, transfer, or otherwise convey the flooring or the property to which the flooring is attached. **Vandyck** shall be permitted the opportunity to conduct or cause to be conducted any inspections deemed reasonable or necessary by **Vandyck** on all warranty-related product claims, and claimant agrees to allow a reasonable sample of installed Flooring planks to be removed and taken for analysis if determined to be necessary by **Vandyck**. Claims will not be considered without such samples when required by **Vandyck**. Evaluations for visual issues will be done from a standing position under normal lighting. Any implied warranties on flooring, including implied warranties of merchantability and/or fitness for a particular purpose, are limited in duration to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

WARRANTY EXCLUSIONS

Certain conditions below will not be used under warranty:

Color variations of product and/or samples, mineral streaks/stains, colorchange due to age or sun and light exposure, pinholes, and knots offer no liability on matching any other item in the application, carpet, cabinets, tile, existing woodwork, etc.

Gloss reduction is not considered surface wear, and is a naturally occurring characteristic of flooring, and is considered normal wear and tear. It is the responsibility of the installer and homeowner to inspect the planks prior to installation. **Vandyck** accepts no responsibility for warranty when defective boards have been installed. Flooring with defects, is considered acceptable if installed. Abuse, lack of maintenance, neglect, abnormal use or misuse, negligence application of solvents, corrosive or other chemicals to the flooring, excessive pivot point loads, spike heeled shoes, unpadding furniture feet, water, damage from sand pebbles, grit and dirt, squeaking and creaking, from sub floor or improper care or maintenance, heavy appliances, unprotected furniture moving, accidents, acts of nature, fire, excessive heat, damage from domestic animals, or insect infestations; over radiant heat with a surface temperature over 85 degrees Fahrenheit, or improper installation over a radiant heat system.

Any claim under the Residential Limited Warranty shall be made by contacting your retailer within 30 days, after it has been detected shall make any claim under the Residential Limited Warranty. Proof of purchase, including date of purchase must be presented to make a claim. It is always advisable to save a label from one package to help identify your floor.

In the event that the design for which a claim is made is no longer available, **Vandyck** will replace the flooring with another design of equal value. These warranties are not transferable and extend only to the original end-consumer.

DISAGREEMENT.

In the event of disagreement between the Parties, all Parties agree to forward the issue to an independent NWFA (National Wood Flooring Association), or an industry authority certified inspector for further determination.

Pre-Installation Notes

Acclimation

All products should be acclimated to the expected average human living environmental conditions, which is 35% -55% of relative humidity (R.H).

When dry environmental conditions prevent acclimation, because of low air R.H numbers (e.g.: Nevada, Arizona...), use of humidifiers is recommended.

When seasonal site environmental conditions prevent proper acclimation due to higher R.H. use of dehumidification may be necessary prior to installation.

Keep the relative humidity of the space between 35% -55% at all times(24/7) before and after Installation. Allow planks to lay flat for a minimum of 3-5 days (not directly on concrete), or as long as necessary for the planks to meet the job site moisture conditions. To avoid discoloration and heat damage, do not expose your hardwood flooring to the direct sunshine. It is a good idea to use area rugs or window shutters.

Job Site Conditions

A near occupied environment should be established for at least five days before any moisture tests and installations are performed. These environmental conditions associated with occupancy must be maintained throughout testing, installation of flooring, and post installation until actual occupancy. The flooring should not be exposed to high humidity or moisture prior to delivery of the wood flooring to the job site.

Surface drainage should be directed away from the building.

The building should be "dried-in" with the roof on and outside windows and doors in place and closed. All concrete, masonry, sheetrock, and framing members should be thoroughly dry. Basements and crawl spaces must be dry and well ventilated. In joist construction, outside cross ventilation through vents or other openings in the foundation walls must be provided with no dead air areas.

A ground cover of 6 mil polyethylene film is essential as a moisture retarder and should be in place over 100% of the earth in the crawlspace.

The interior environment at the jobsite must be at or near occupancy levels.

In warm months the building must be well ventilated, and during winter months heating should be maintained near occupancy levels at least five days prior to delivery of the wood flooring and until sanding and finishing are completed.

Concrete Slab Requirements

The slab must:

Be properly designed and placed. The slab should be at least four inches thick and it should have a vapor barrier beneath it. It should also have a minimum compressive strength of 2500 psi.

Be Clean. All foreign materials such as soil, asphalt, sealers, paint, loose materials, plaster/drywall compound, etc., which can interfere with adhesion or flatness must be removed.

Be Flat. Maximum allowed variation is 3/16" in 10 feet. All variation must be gradual.

Be smooth. With a steel trowel or light broom finish. The slab surface should not flake or dust.

R.H. = Relative Humidity



VANDYCK