

# SHAMROCK PLANK FLOORING

## RESIDENTIAL AND LIGHT COMMERCIAL HARDWOOD WARRANTIES

### *Limited Warranties for Solid and Engineered Hardwood Floors*

#### **Grading Defects**

Shamrock Plank Flooring hereby warrants to the original buyer ("Buyer"), that the manufacturer's solid and engineered hardwood covered products are manufactured in accordance with accepted industry standards, which permit grading deficiencies not to exceed 5% over the entire floor. Hardwood is a natural product and may have naturally occurring variations in grain and color, mineral streaks and knots. The installer of the flooring must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes prior to installation.

#### **Limited Structural Warranty**

Shamrock Plank Flooring warrants the original buyer that the plies of your engineered floor will not separate under normal household conditions for as long as you own your home. Shamrock Plank Flooring's engineered wood products may be installed on, above or below grade (except Hickory and Maple which are not warranted below grade or over radiant heat) on all subfloors meeting the minimum NWFA requirements for suitable subfloor types and conditions as described in Section 2, Subfloor Guidelines and Specifications, of the "NWFA Wood Flooring Installation Guidelines and Methods" 02.2016 revision.

#### **Jobsite Conditions / Acclimation**

Shamrock Plank Flooring recommends that its flooring be acclimated before installation. The purpose of acclimation is to allow the moisture content of the wood to adjust to "normal living conditions" at the site. These are the temperature and humidity conditions that will typically be experienced once the structure is occupied.

The room temperature must be within a range of 60 – 80° F, with relative humidity in a range of 35 – 55%. These environmental conditions are specified as pre-installation requirements and should be maintained for the life of the product. Environmental conditions consistently outside of these parameters could result in product performance problems that would not be covered under these warranties.

*National Wood Flooring Association (NWFA) Installation Guidelines  
and Methods ©2007 l Revised 02.2016 publication*

*Section 1 chapter 2 (Acclimation) part B*

Line 5. Upon delivery, check wood flooring moisture content with a moisture meter to establish a baseline for required acclimation. Check the moisture content of multiple boards. A good representative sample is typically 40 boards for every 1000 square feet of flooring. Acclimate to manufacturer's recommendation or as necessary according to geographical location and your job site location.

Line 6. Prior to installation, ensure that the wood is within acceptable range of moisture content with the wood subfloor. For solid strip flooring (less than 3" wide) there should be no more than 4 percent moisture content difference between the properly acclimated wood flooring and subflooring material. For wide-width solid flooring (3" or wider), there should be no more than 2 percent difference in moisture content between the properly acclimated wood flooring and subflooring material.

### **Limitations on Liability**

In the event Shamrock Plank Flooring determines that one or more of the above warranties apply to a claim by Buyer, Buyer's exclusive remedy and Shamrock Plank Flooring's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair of the defective flooring if/and when feasible, or (2) the replacement of defective flooring when not feasible as determined solely by Shamrock Plank Flooring. SHAMROCK PLANK FLOORING HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE SHAMROCK PLANK FLOORING HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE FLOORING. SHAMROCK PLANK FLOORING EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. If the manufacturer shall elect to repair or replace the flooring which has proven defective, then Shamrock Plank Flooring will supply new flooring of similar color and grade, if available. If such flooring is unavailable or discontinued, the Shamrock Plank Flooring reserves the right to supply flooring of similar value and appearance.

Any and all representations, promises, warranties or statements by Shamrock Plank Flooring or its agents that differ in any manner from the terms of these limited warranties shall be of no force or effect unless in writing, signed by a duly authorized officer of Shamrock Plank Flooring.

### **Any of the following shall void and invalidate the above limited warranties:**

**Visible Defects** -- Boards with visible defects must not be installed. Visible defects are those defects which are apparent on the face of the flooring. Boards with visible defects must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation.

**Building Settling or Uneven Subfloor** -- Building settling or uneven subfloors are considered to be part of the pre-installation inspection process. Do not install the flooring if

these situations exist. Shamrock Plank Flooring's limited warranties do not cover damage or defects caused by settling or uneven subfloors. 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 the joist(s) or voids in the subfloor).

**Improper Installation** – The flooring must be installed in strict accordance with Shamrock Plank Flooring's written installation instructions and most current NWFA installation guidelines. Improper installation done in a way that is contrary to Shamrock Plank Flooring's written installation instructions can cause problems with the flooring. Shamrock Plank Flooring's limited warranties do not cover damage or defects caused by improper installation. We warrant that the covered products are manufactured in accordance with accepted industry standards, which permit grading deficiencies not to exceed 5% over the entire floor. The installer must use reasonable selectivity and hold out or cut off pieces with deficiencies. Since wood is a natural product, there will be natural variations in color, tone and grain that are not covered by our warranties. The pre-installation warranty expires upon installation. Note: YOU AND YOUR INSTALLER ARE RESPONSIBLE TO INSPECT FLOORING PRIOR TO INSTALLATION. SHAMROCK PLANK FLOORING ACCEPTS NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, AFTER FLOORING HAS BEEN INSTALLED.

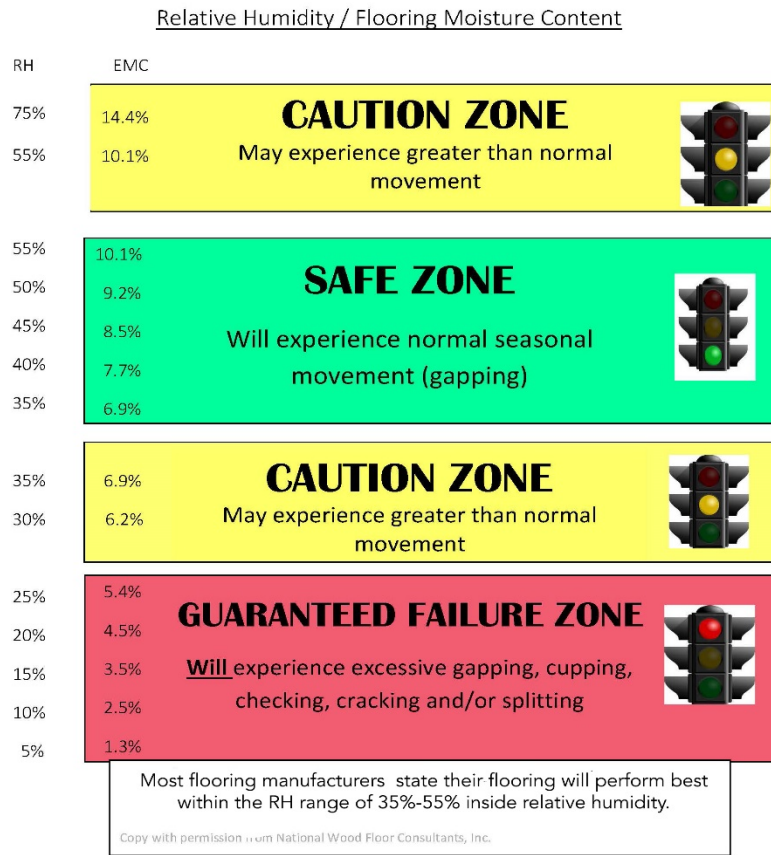
**Improper Maintenance or Inadequate Care** -- Your floor requires maintenance. The flooring must be maintained in accordance with Shamrock Plank Flooring's written maintenance instructions. These limited warranties do not cover damage or defects caused by improper maintenance or inadequate care.

**Accidents, Abuse or Abnormal Wear** – Shamrock Plank Flooring does not warrant for damage or defects resulting from accidents, abuses, or abnormal usage which stain, scratch, or indent the surface of the flooring. Shamrock Plank Flooring's limited warranties also do not cover damage or defects caused by heavy or concentrated foot traffic, damage by pet claws (nails), or failure to protect the flooring from sand, gravel or other abrasives by use of walk off mats.

**Indentations from High Heels on Shoes** -- A high heel can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8", and walking on any wood surface with high heels is considered an abusive situation. Shamrock Plank Flooring's limited warranties do not cover damage or defects caused by high heels, shoes in need of repair, or golf cleats, or any other cleated shoe.

**Problems with Moisture or Dryness** – Shamrock Plank Flooring's limited warranties do not cover damage or defects caused by wetting or the presence of excessive moisture, or by conditions which are too dry. Flooding, acts of God, plumbing accidents, leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not covered by this warranty. See Shamrock Plank Flooring's written installation instructions for more details. Movement due to moisture changes, including construction methods or materials, plumbing, other trades and weather or natural disasters is excluded. Examples of problems arising

from moisture include, but are not limited to: cupping or crowning, changes in width, thickness and length, checking and or splitting. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%.



**Excessive Lighting** – Shamrock Plank Flooring’s limited warranties do not cover damage or defects, including, but not limited to, color change caused by excessive sunlight or intense lighting. Excessive sunlight or intense lighting can cause color changes in the finished product. Additionally, due to the effects of excessive sunlight or intense lighting, new and/or replacement flooring may not match display samples and/or existing flooring. The flooring will undergo color changes due to the effects of natural and artificial light. These changes are not covered under the warranty. Area rugs and furnishings may shield the floor from light resulting in uneven coloring. These color changes also preclude matching new flooring to previously installed flooring.

**Difference from Samples** – Shamrock Plank Flooring’s limited warranties do not cover color, shade or texture differences that can be seen between color samples, printed color photography, computer graphics and the color of installed floors. Please approve the color of the actual flooring prior to installation.

**Radiant Heating** -- Solid hardwood is not warranted for use with radiant heating systems. Engineered hardwoods may be used with radiant heating systems provided they are

installed in compliance with Shamrock Plank Flooring's written installation instructions. Hickory and Maple should not be installed over radiant heating and are not warranted for this application.

**Transferability** -- These warranties apply only to the original Buyer and to Shamrock Plank Flooring in its original installation. These warranties are not transferable.

**Your Obligation to The Manufacturer** -- As the Buyer of our flooring, you agree to follow all installation, care and maintenance directions as related to the flooring. You also agree to allow Shamrock Plank Flooring an opportunity to repair any claimed defects. Shamrock Plank Flooring must be given the opportunity to inspect the flooring installation prior to any removal or repair that will be submitted for warranty coverage. The original proof of purchase must be supplied along with a warranty claim submission.

**Exclusions and Limitations** – These warranties do not cover damage, indentations, scratches, damages caused by misuse, negligence, accidents, fire, improper storage/handling or maintenance, furniture (chair legs or casters), stains arising from negligence, accidents, abuse, fire or excessive heat, abnormal wear, construction, spike heels, appliances, mobility-aid devices (such as walkers, canes, scooters and wheelchairs), dragging objects across the floor without proper protection, damage caused by casters or vacuum beater bars, misuse, alterations of the original manufactured product, grit, sand, rocks or other abrasives, dents, insect infestation after the product has left our factory, normal aging or domestic animals.

Noises including, but not limited to, squeaks, popping etc..

A product deformity that is not measureable or that is visible only under certain light or from a certain angle is not considered a defect and is therefore not covered by these warranties. Visible defects should be evaluated by their visibility from a standing position in normal lighting. Splits and cracks after move-in are not normally manufacturer related.

The sole obligation and liability of Shamrock Plank Flooring under our limited warranties is to repair or replace the floor, at the Shamrock's option. These warranties EXCLUDE and will not pay consequential or incidental damages associated with any warranty claim. Shamrock Plank Flooring will not pay costs associated with relocation during the repair process such as hotel, meals or moving and storage of furniture. The limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this paragraph may apply.

No installer, retailer, distributor or employee has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties.

**WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OUR WARRANTIES.** By this we mean any loss, expense or damage other than to the flooring itself that may result from a defect in the flooring. Our 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 OUR LIMITED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF 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 THE WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS 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 TO YOU.

Warranty Version February 2017

See your dealer for further warranty details about your purchase.

## **Residential Hardwood Flooring Care and Maintenance Recommendations**

Shamrock Plank Flooring requires routine care and regular maintenance in order to maintain the beauty of their appearance over time. The recommendations in this section are in accordance with guidelines required to maintain the coverage of the limited warranties and will prolong the life of the flooring.

### **Preventative Maintenance**

- Use protective mats at all exterior entrances.
- Vacuum or sweep the floor regularly. *Warning: Vacuums with a beater bar or power rotary brush head can damage a wood floor and should never be used.*
- Remove spills promptly using hardwood floor cleaner and a clean white cloth.
- Use felt protectors under chairs and heavy pieces of furniture and replace regularly.
- Footwear should be periodically checked for wear. Spiked heels or shoes in need of repair can severely damage hardwood floors.
- To help preserve the original look of your hardwood flooring, close window treatments during hours of direct sunlight and minimize excessive lighting wherever possible.
- Keep your pets' nails trimmed to prevent damage to the floor.
- Protect the floor when using a dolly for moving furniture or appliances. Never slide or roll heavy furniture or appliances across the floor.
- *Never wet or damp mop hardwood floors.*

## Regular Care

The flooring is easy to care for and requires no waxing. When the appearance of the floor becomes dulled by the effects of soil, simply use hardwood floor cleaner and a specialty terry cloth or microfiber flooring mop available from most flooring retailers.

- Step One: Vacuum or sweep the floor to remove any particles that could scratch the floor.  
*Warning: Vacuums with a beater bar or power rotary brush head can damage a floor and should never be used.*
- Step Two: Apply hardwood floor cleaner directly to the flooring mop, not the floor.
- Step Three: Use a back and forth motion with the mop. When the mop cover becomes soiled, simply replace it with a clean one. Cleaning the floor with a soiled cover could cause streaking. The covers are re-useable so simply throw the cover in the wash and dry it as you would any towel.
  - Never wet or damp mop hardwood floors. Water can cause damage to wood flooring.
  - Never use oil soaps, wax, liquid detergent or other household products to clean the floor.

If the floor becomes scratched or dull, repairs can often be made using repair accessories. Contact the flooring dealer where the floor was purchased for information.