

What is not covered by these limited warranties:

- Our Limited Warranties do not cover conditions caused by improper use or maintenance (see Care and Cleaning Guidelines), such as:
 1. Reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts including, without limitation, those caused by pets, spikes or high-heeled shoes.
 2. Damage caused by negligence, accidents, misuse, or abuse (i.e. dragging objects across the floor without proper protection).
 3. Wear caused by pebbles, sand or other abrasives, construction traffic or failure to maintain the floor as required (see Care and Cleaning Tips Guidelines).
 4. Damage caused by caster wheels or vacuum cleaner beater bars.
 5. Failure to support furniture with floor protectors that are at least one inch in diameter, made of non-staining felt or non-pigmented hard plastic, rest flat on the floor and are replaced regularly.
- Drywall dust that gets into grooves, textured surfaces etc.
- Hazy residue due to glue being improperly cleaned from the surface during installation.
- Product that is within manufacturing tolerances, slight variations in size and milling are to be expected.
- Defects that are not detectable from a standing position are not considered defects.
- Hazy residue from using non-approved cleaners.
- Splits, cracks, grain raising, checking, edge fracturing, splintering, chipping, end-lifting, swelling, shrinking, cupping and bowing that occurs during or after the floor has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity) are not covered by these limited warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%. Humidification/dehumidification systems may require professional installation.
- 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.
- Changes in color due to aging, excessive moisture, exposure to sunlight or ultra violet rays (which may cause oxidation of finish/stain) is not considered a defect. Certain species including, but not limited to, Cherry and Walnut are especially susceptible to color change. Area rugs should be moved occasionally, as they block sunlight and will give the appearance of a distinct discoloration line under the rug.
- Color change when exposed to direct sunlight.
- Color variations and texture variations between samples, printed color photography or replacement flooring versus the actual material.
- Color variations between flooring and/or samples and other flooring or wood products which you may wish to match (e.g., cabinets, stair railings, trim, etc.).

What is not covered by these limited warranties:

- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Noises including, but not limited to, squeaks, popping, etc.
- A product deformity that is not measurable 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.
- Natural wood characteristics such as variations in grain, color, mineral streaks, knots, end splits and normal differences between colors of samples versus the color of installed floors, including color variations from board to board.
- Natural expansion and contractions resulting in separation between boards or damage caused by low or excessive humidity.
- Floors that are installed in other than owner-occupied residences.
- Commercial installations of residential products.

NOTE: YOU AND/OR YOUR INSTALLER ARE RESPONSIBLE TO INSPECT FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS WHERE FLOORING WITH VISIBLE DEFECTS HAVE BEEN INSTALLED.

None of our installers, retailers, distributors or employees 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 LIMITED WARRANTIES. By this we mean any loss, expense, or damage other than for the flooring itself that may result from a defect in the flooring. Our limited warranties constitute only expressed warranties for the product purchased. We do not pay for items such as subfloors, glue, leveling products, floor patch, moldings, cleaners, painting etc.

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCTS, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, EXPRESSED 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 THIS 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. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

WHO IS COVERED - All warranties in this Limited Warranty Guide are given only to the original purchaser of our product. Our warranties are not transferable.

WHAT IS COVERED AND FOR HOW LONG - The limited warranties described in this guide are subject to the product applications, limitations, disclaimers, and exclusions described below. All warranties run from the date of purchase for the applicable period described in this guide.

Finish Warranty

Element hereby warrants to the Buyer that the factory applied finish of the Element Hardwood Floor will not wear through or will not lack finish adhesion because of normal use. The finish warranty is for 50 years from the date of purchase. Diminished gloss is not considered wear through of the finish. In the event the finish wears through or releases from the Element Wood Floor, Element will, at its option, repair or replace the affected planks or area. This Limited Residential Finish Warranty is pro rata.

A pro rata warranty is one that provides a refund or credit and decreases according to a set formula as the warranty period progresses. The original warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a percentage of ownership per year based upon the warranty period. The Limited Lifetime Residential Warranty is prorated over 50 years. Any services or repairs that are provided as part of this warranty do not extend the warranty period. This limited residential warranty does not apply to Cabin grade or other downgraded or discontinued Element Wood floors and any such product(s) that are sold "as is". Any and all representations, promises, warranties or statements by Element or its agents that differs in this manner from the terms of this limited warranty shall be of no force or effect unless in writing and signed by a duly authorized officer of Element Flooring. This warranty is conditioned upon Element's receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period and providing there is evidence that the Element Wood Floor is not subject to any of the limitations described in this warranty or approved installation instructions.

Structural Warranty

Element hereby warrants to the Buyer of Element Hardwood flooring products that, under normal use, the plies will not separate for as long as the Buyer owns the home. Element will, at its option, repair or replace any defective planks at no cost to the Buyer.

What Are You Responsible Under Our Warranties

To be covered under our limited warranties (except under the Pre-installation Defects Warranty) you need to retain your sales receipt and make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring. Failure to provide proof of pre-installation tests or any other installation requirements voids the warranty. To be covered under our limited warranties when installing over a radiant-heated subfloor, keep the flooring surface at or below 82° F and the relative humidity between 35% and 55%. **NOTE: Not all products are approved for radiant heat installation,** make sure you use approved products for radiant installations.

Humidity's Impact On Your Floor

To protect your investment and ensure that your floor provides lasting satisfaction, the following precautions should be taken to help control humidity levels in and around your floor. Keep the relative humidity in your home between 35% & 55%.

- Heating Season (Dry Conditions) - a humidifier is recommended to prevent excessive shrinkage in hardwood floors, which causes gaps between the boards, due to low humidity levels. Wood stoves and electric heat tend to create very dry conditions.
- Non-Heating Season (Humid and Wet Conditions) - To prevent excessive expansion, cupping and peaking of the floor, which could lead to cracking and checking of the wood finish, maintain proper humidity levels with the use of an air conditioner, dehumidifier or by turning on your heating system periodically during the summer months. Immediately wipe up spills and wet areas to avoid excessive exposure to water and or water related damage. Do not obstruct in anyway the expansion joint around the perimeter of your floor.

You must also properly care for your new floor using our Care and Maintenance guidelines. We recommend that you use only approved floor care products to preserve your flooring. Use of floor care or sundry products other than those we have specifically recommended for use with our flooring products may damage your floor and may void this warranty.

What Will We Do If Any Of The Covered Events Occur

If any of the covered events listed in this guide occurs within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern and quality), for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring.

If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule:

- First two years of warranty period: Labor reimbursed at 100% of reasonable and customary charges.
- Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

These are the exclusive remedies under this limited warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defects by inspection and have samples removed for technical analysis.

What Should You Do If You Have A Problem

We want you to be happy with your floor purchase. If you are not, call your retail store first. They can answer your questions, and if necessary, start to process a claim. If you have further questions, please contact us at:

Element Flooring • Company Customer Service Center Ph: 888-836-4693

PLEASE KEEP YOUR SALES RECEIPT. INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND PROOF OF PURCHASE MUST BE PROVIDED. IMPORTANT NOTE:

While most claims are resolved with the help of your retailer within 30 days from the day you contact them, some claims may require additional attention. In the unlikely event that your claim is not resolved within 30 days, please contact the Customer Service Center indicated above no later than 60 days from the date you first discovered the problem with your floor. It is your responsibility to file a timely claim to protect your rights under these limited warranties.