

## SIENA HARDWOOD FLOORING

### 7" COLLECTION

### FINISH WARRANTY

#### **LIFETIME FINISH WARRANTY – Rubio Monocoat Oil**

Issued by: Rubio Monocoat USA

#### **Lifetime Limited Warranty**

Rubio Monocoat warrants our finish to be free from defects and will provide a lifetime of service as long as it is applied, maintained and cared for in full accordance with instructions available on our website; [www.rubiomonocoatusa.com](http://www.rubiomonocoatusa.com)

Rubio Monocoat is a natural oil finish allowing the natural beauty of the wood to show while providing excellent protection to the wood surface. Rubio Monocoat floors will achieve a foot worn look over time; normal wear. Scuffs, scrapes, and accumulated character marks are an inherent feature of this floor finish; however the original appearance can be easily maintained and wear through of the finish prevented by following the instructions published on our website and brochures.

#### **Limitation**

Our warrantee does not cover abrasion; wear through of the wood surface, misuse, abuse, wet mopping, spotting, accidents, natural wood discoloration, extreme environmental conditions, poor workmanship by applicator, normal expansion and contraction of the wood, improper maintenance, alterations to our product, failure to follow full care and maintenance instructions, natural disasters and/or acts of God. Any use of other (non-Rubio Monocoat) products prior to or after application of Rubio Monocoat voids this warranty.

#### **Claims**

In the unlikely event of a claim under this guarantee, Rubio Monocoat or its designated inspectors have the right to conduct inspections of the finish in question. Rubio Monocoat's liability is limited to the products applied.

#### **Non-Transfer and Exclusions**

This guarantee applies only to the original purchaser and is not transferable. There are no other guarantees, expressed or implied, including merchantability or fitness for a particular purpose, other than those listed within this guarantee. No retailer, installer, dealer, distributor, manufacturer, agent or employee has the authority to increase the scope or alter the terms or coverage of this guarantee.

Under no circumstances shall Rubio Monocoat be liable or in any manner responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or from any special, indirect, incidental or consequential damages, regardless of theory, including, without limitation, punitive or exculpatory damages or attorney's fees. Total liability will be limited to and never exceed the cost of the finish applied. Your use of Rubio Monocoat implies and confirms your full agreement to the conditions of this warrantee.

Please note that evidence of the purchase date and identity of the original purchaser is a condition for guarantee coverage and we strongly recommend that you keep it, together with our maintenance and care sheets, in a safe place.

Rubio Monocoat USA

2510G Las Posas Road, Ste 240 Camarillo, CA 93010 [www.RubioMonocoatUSA.com](http://www.RubioMonocoatUSA.com) April 9, 2009

## **STRUCTURAL & MANUFACTURING DEFECT WARRANTY**

**Issued by: Teka / Plyquet of America**

TEKA makes the following limited warranty which extends to the original consumer purchaser only and to no other purchaser or transferee, from the date of the purchase of its engineered hardwood floors, when installed according to manufacturer's instruction and utilized under approved traffic conditions for its engineered flooring.

### **LIFE TIME STRUCTURAL WARRANTY**

TEKA warrants to the original consumer that its product is of the marked of quality, kind and grade, and that is free from defects in material or workmanship and it is properly installed in accordance with TEKA installation GUIDE provided in each carton. It is however, the responsibility of the purchaser or the purchaser's installation contractor to pre-inspect the products prior to cutting or installation. If during this pre-installation inspection, any product is found to be unacceptable, that portion may be returned to TEKA for replacement free of charge or in the unlikely event that TEKA is unable to correct the failure after a reasonable attempt; TEKA will refund the purchase price for that portion of the floor.

This warranty does not include labor for repair and replacement of material that has permanently been installed

### **PERFORMANCE**

TEKA warrants that its engineered floors will not warp, twist, cup, nor will its bonded layers delaminate subject to humidity levels in a range between 35%-55%. Uncontrolled conditions outside this range on relative humidity can cause problems to the performance of the floor.

Note: wood is a hygroscopic material. The wood floor may expand due to high relative humidity, and release its moisture due to low relative humidity causing shrinkage to the wood floor. If minor separations do happen, they are not covered by this warranty. They are considered normal performance, and should close when the humidity level returns.

### **RADIANT HEAT**

TEKA warrants that, its engineered oak flooring will not be cup or buckle when properly installed over radiant heated subfloor with a surface temperature not exceeding 85 F and proper relative

humidity level must be maintained at all times. Only products with a thickness of 14 mm and above are approved for this radiant heat warranty.

### **ADHESIVE WARRANTY**

TEKA warrants that its adhesives meet all technical specifications for retaining its bond, if the installation directions are complied with. This limited warranty does not, however, cover adhesive breakdowns caused by water damage from flooding, leaking pipes and the like. TEKA does guarantee its bond even when it comes in contact with ordinary moisture. This warranty applies to the adhesives used in the manufacturing of the product- not the adhesive used to install the product.

### **WARRANTY EXCLUSIONS**

TEKA'S Warranty does not cover and specifically excludes:

- Indentation, scratches or damages caused by negligence, water, erosion, insects, or spike heeled shoes.
- Damage due to failure to follow all manufacturers' specific written installation instruction. Damage due to improper maintenance, insufficient maintenance, misuse, or improper modifications not authorized in our written instructions.
- Any normal deterioration due to wear and/or exposure, including fading due to sunlight exposure, any variance in color shade of original product resulting from variation in amount of stain absorbed by the wood during manufacturing. Variation in grain or density of wood will affect the amount of stain absorbed. This is not a product defect.
- Any product regarded and marked as Random, D grade, Second Grade, or other terms as agreed upon, are considered sold as is and claims shall not be entertained.

Wood floor is a natural product; thus the color of the surface may change over time. Color variation on the wood floor could come from aging, natural color changes, sunlight exposure, etc. For these reasons, new flooring may have color variations from, and may not match the displayed samples. This is not considered a defect.

### **INSTALLATION INSTRUCTIONS AND WARRANTY REGISTRATION**

You should read the Installation Guide thoroughly before attempting to install the product.

TEKA reserves the right to have a designated TEKA representative inspect the floor, and if necessary, remove samples or take photographs. Teka is the sole authorizer of any approved warranty actions- no actions may be made by anyone else on our behalf. It is a condition precedent to the warranty performance that the repairs covered by this limited warranty be approved in writing by TEKA before they are begun.

Incorrect installation will nullify this warranty.

The Installation and Maintenance Guide may be found inside every package. Do not attempt installation without first reviewing thoroughly the TEKA Installation Guide. If you misplace or for any reason do not receive a copy of the TEKA Installation Guide, contact your distributor or dealer.

The above warranties are subject to the following conditions:

1. You must retain your Bill of Sale or provide other proof of purchase
2. You must notify your authorized TEKA dealer or distributor within thirty (30) days after you discover an issue product.
3. All warranties are effective only if the product is purchased and used in the United States of America and Canada.
4. Labor service charges for installation and adjustment of customer controls are not covered by this warranty.

#### **WARRANTY DETAILS:**

**ALL WARRANTIES IMPLIED BY STATE LAW INCLUDING THE IMPLIED OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WITH THE EXCEPTION OF ANY WARRANTY IMPLIED BY STATES LAW AS HEREBY LIMITED, THE FORGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES, AGREEMENTS AND SIMILAR OBLIGATIONS OF MANUFACTURER OR SELLER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**NO PERSON, AGENT, DISTRIBUTOR, DEALER, RETAILER OR OTHER COMPANY IS AUTHORIZED TO CHANGE, MODIFY OR EXTEND THE TERMS OF THESE WARRANTIES IN ANY MANNER WHATSOEVER. THE TIME WITHIN WHICH AN ACTION MUST BE COMMENCED TO ENFORCE ANY OBLIGATION OF TEKA ARISING UNDER THIS WARRANTY OR UNDER ANY STATUE OR LAW OF THE UNITED STATES OR ANY STATE THEROF IS HEREBY LIMITED TO ONE (1 YEAR) FROM THE DATE YOU DISCOVER OR SHOULD HAVE DISCOVERED THE DEFECT. THIS LIMITATION DOES NOT APPLY TO IMPLIED WARRANTIES ARISING UNDER STATE LAW. SOME STATES DO NOT PERMIT LIMITATIONS OF THE TIME WITHIN WHICH YOU MAY BRING AN ACTION BEYOND THE LIMITS PROVIDED BY STATE LAW, SO THE ABOVE PROVISION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY, FROM STATE TO STATE OR COUNTRY TO COUNTRY.**

