



## **Aylen Collection Warranty Information**

Aylen Collection wood flooring is finished with a UV Oil finish, it will require regular maintenance and re-application of oil during the period of this warranty and beyond. The requirement for regular re-application does not constitute a product/finish failure. The frequency of maintenance required by wood floors finished with a UV Oil will vary significantly from one installation to the next, depending on use and foot traffic. UV-Oil finished floors, may show spotting caused by water and other liquids left for prolonged periods of time without being wiped up. This is normal and will not be considered a product defect or warranty claim. Gloss reduction is also not considered wear through and is not covered by this warranty.

Innovata Flooring warrants that, under normal residential conditions and with proper cleaning and regular maintenance including regular re-application of oil, the finish our UV-Oil wood flooring products will not wear through to raw wood over an area consisting of 20% or more of the total installed area for a period of 25 years from the date of purchase.

### **Customer Responsibilities:**

1. Customer must retain the original sales receipt.
2. Customer must follow the recommended Installation and Maintenance Instructions applicable to the Innovata Flooring product installed.
3. Customer must use proper professional maintenance products as recommended. We recommend the use of Behlen and Woca oils and maintenance products. Please see their most recent technical information for the most up to date product recommendations.

### **Limited Structural Integrity Warranty**

Innovata Flooring warrants its products, in their original manufactured condition, to be free from defects in lamination, assembly, milling and dimension. As per industry standards, Innovata reserves the right for a 5% defect allowance, which is not covered under this warranty.

Innovata products will remain free from these structural defects for as long as the original purchaser owns the floor provided they are installed in accordance with the current edition of the NWFA Installation Guidelines Manual, are maintained in a controlled environment and maintain your floor using the instructions detailed in our Maintenance Guide. This warranty is extended to the original purchaser of the goods and is not transferable.

Wood is a natural product and will expand and contract with changing moisture conditions. Some minor separation between boards might occur during seasonal change. This is not considered a defect and is not covered by this warranty. Some face checking is normal with

engineered flooring, and is not considered a defect or covered by this this warranty. It is the responsibility of the installer and the customer to take moisture reading and ensure that the moisture level of the wood is between 6% and 9% prior when the flooring is delivered and prior to installation.

The sole remedy under this warranty is limited to the repair, refinishing or replacement of the section of the flooring which is found to be defective with a product of the same pattern and quality, or another pattern of equal value. If the product cannot be repaired, refinished or replaced after a reasonable number of attempts, Innovata Flooring will, upon request, refund the original purchase price of the defective flooring only. Any attempt to repair, refinish or replace the defective product prior to inspection will invalidate this warranty.

Innovata Flooring warrants to the original purchaser, that the factory applied finish for Innovata Prefinished Engineered Flooring will not wear through, peel or separate from the wood for a full 25 years from the date of purchase when used under normal residential traffic conditions.

This warranty excludes any indentations, scratches or surface damages caused by lack of proper maintenance, misuse, negligence, water or abrasives. This warranty excludes repairs of knots in Character grade flooring. This warranty is not transferable and is extended to the original purchaser of the flooring only.

## **Warranty for installation over Radiant or other floor heating systems.**

The Innovata limited structural warranty applies in radiant heat applications provided that a NWFA approved installation method is employed and all jobsite moisture requirements are met and documented throughout installation. This warranty does not cover “floating” installations.

Radiant heat applications generally require heat to be turned on and maintained prior to occupancy. However, moisture conditions must be at normal living conditions the two weeks prior to the installation. In drier months this usually requires the monitored use of humidifiers to simulate normal living conditions until occupancy. Failure to follow these guidelines can result in flooring failure.

Engineered wood flooring is more dimensionally stable than solid wood flooring. Under most conditions, the width of Innovata engineered hardwood flooring will expand and contract less than our competitors and will be significantly more resistant to cupping. There may be length shrinkage in any engineered hardwood flooring when using radiant or other floor heating systems.

The maximum sub-floor surface temperature covered under this warranty is 81° F (27.22° C).

The maximum boiler temperature covered under this warranty is 125° F (51.66° C).

## **Furthermore, the National Wood Flooring Association recommends the following:**

With radiant heat, the heat source is directly beneath the flooring, so the flooring may dry out faster than a similar floor in a home with a conventional heating system. Wood flooring can be installed over radiant heat as long as you understand radiant heat and how it can impact wood

Types of wood flooring that are best suited for radiant heat sub floors are products that possess improved dimensional stability such as:

- Engineered wood flooring is more dimensionally stable than solid wood flooring.
- Certain species are known for their inherent dimensional stability such as:
  - North American Red Oak
  - American Cherry
  - American Walnut
- Denser species such as Maple, Hickory and Brazilian Cherry are less stable
- Quarter sawn and rift-sawn wood flooring are more dimensionally stable in width than plain saw wood flooring
- Narrow boards are more dimensionally stable than wide boards

## **Warranty Exclusions**

Innovata Flooring warranties do not cover structural damage that results from products installed in uncontrolled environments. Extreme moisture conditions, specifically dry environments can damage the structural integrity of the flooring. Carefully read our Installation Guidelines for a complete list of Acceptable Jobsite Conditions.

Innovata Flooring warranties do not cover indentations, scratches, defects or damages caused by the failure to follow all of the manufacturer's installation procedures. Responsibility for inspection and approval of wood floors falls to the consumer and the installer prior to permanent installation. The installer is the final inspector of the product.

Innovata Flooring is not responsible for labor costs associated with the repair or replacement of visually defective planks after the floor is installed. In addition, prior to installation, the installer should make certain that the sub floor is properly inspected for moisture conditions according to NWFA guidelines. The guidelines should also be consulted for installation over radiant heat floors.

Innovata Flooring warranties do not cover indentations, scratches, defects or damages caused by improper maintenance, insufficient protection, misuse or improper alterations of the original product.

Innovata Flooring warranties do not cover damages caused by the use of oil soaps, liquid or paste wax products or other household cleaners that are not recommended maintenance products.

Innovata Flooring warranties exclude non-factory applied finishing including, but not limited to refinishing.

Innovata Flooring warranties do not cover indentations, scratches, defects or damages caused by negligence, water, insects, pets, spiked or damaged heel shoes, vacuums with beater bar heads, furniture, appliances, casters, falling or dropped objects or construction traffic.

Innovata Flooring warranties exclude indentations, scratches, defects or damages caused by neglect or abuse including, but not limited to, failure to take proper precautions to protect furniture legs and feet with protective pads and properly functioning casters or improper protections during the construction process when moving heavy objects or sustaining heavy traffic.

Innovata Flooring warranties do not cover defects and damages caused by man-made or natural disasters including but not limited to, leaking or broken plumbing, fire, flood, earthquake or standing water during or after construction.

No warranties apply to “floating” installations of engineered flooring product on a concrete surface. A “glue down” installation method must be followed for the installation of our engineered product over a concrete surface.

The following items are not covered by warranty:

Damage caused by negligence, accidents, misuse or abuse

Damage caused by vacuum cleaner beater bar or hard heads

Damage caused by appliances, furniture and casters

Damage caused by flooding, fire and other natural disasters and Acts of God

Reduction in gloss, scratches or indentation due to sand or other abrasives, pets, insects, construction traffic or failure to maintain the floor as required.

Color, shade or texture variations between samples or replacement flooring and the actual material.

Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g. cabinets, stair railings, trim, etc.)

Changes in color due to exposure to sunlight and age.

Deficiencies related to sub floor/floor assemblies, sub floor preparation materials and fasteners, including but not limited to, uneven sub floor surfaces, floor deflection or voids in the sub floor.

Noises, squeaks, etc. associated with anything other than manufacturing defects of the flooring.

Naturally occurring wood characteristics such as variation in grain, color, mineral streaks and knots. Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.

Commercial installations of residential products.

Construction or installation related damage.

Floors damaged or adhesive breakdown caused by sub floor moisture or water damage, including but not limited to, broken or leaking water pipes, flooding, wet mopping spills or weather conditions.

IMPORTANT: YOU AND 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 HAS BEEN INSTALLED.

## **How to make a claim:**

If your Innovata Flooring fails to perform under this warranty, Innovata Flooring will decide what portion of the floor is defective and will determine the cause of the problem. We will then, at our option, repair or replace the portion of the floor that we have determined to be defective and covered by this warranty.

If we are unable to repair or replace manufacturing defects after a reasonable number of attempts, Innovata Flooring will refund, if requested, the purchase price of the portion of the flooring that Innovata Flooring determined to be defective. We will not refund the installation costs of any amount above and beyond the purchase price of the floor.

To file a claim, please follow the following process:

Contact Innovata Flooring or the retailer where the original purchase was made.

Claims must also be filed within the warranty coverage period and information verifying the date of purchase will be requested. Innovata Flooring reserves the right to have a designated representative inspect the floors and remove samples for technical analysis.

The writing is the complete and exclusive statement of the warranty, and is in lieu of all other representations, collateral agreements,

conditions or warranties of any kind, whether express or implied, including without limitation any condition or warranty as to merchantability, fitness for a particular purpose, durability, suitability, quality, condition or any condition or warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties which extend beyond the face hereof. No distributor, dealer, installer, agent, sales person or Innovata sales representative is authorized to change or increase the terms or coverage of this warranty.

## **Limits on Damages:**

In no effect shall Innovata Flooring or its suppliers be liable for any direct, indirect, punitive, economic, commercial, consequential, incidental or special damages resulting from use or loss of use or the performance or non-performance of Innovata Flooring or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise.

Our total liability under this warranty, will not, under any circumstances, exceed the actual total price paid by the original purchaser of the flooring.