



# 7/16", 1/2" & 5/8" PREFINISHED WARRANTY RESIDENTIAL AND LIGHT COMMERCIAL HARDWOOD WARRANTIES

Limited Warranties for Engineered Hardwood Floors

7/16" Red Oak Collection: 25 Year Finish Warranty / Lifetime Structure Warranty

1/2" White Oak, Hickory, Walnut Collection: 50 Year Residential Finish Warranty  
5 Year Light Commercial Finish Warranty / Lifetime Structure Warranty

5/8" Euro Oak Collection: Lifetime Structure / See Engineered UV Oil Cured Care & Maintenance Guidelines for Finish Warranty

## Grading Defects

The Tom Duffy Company 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

The Tom Duffy Company 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. The Tom Duffy Company'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" September, 2012 revision.

## Jobsite Conditions / Acclimation

The Tom Duffy Company 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 30 – 50%. 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 | Revised 09.2012 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.

## Limitations on Liability

In the event the Tom Duffy Company determines that one or more of the above warranties apply to a claim by Buyer, Buyer's exclusive remedy and the Tom Duffy Company's sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair or replacement of the defective flooring for the affected area only, or (2) the refund of the applicable purchase price. THE TOM DUFFY COMPANY 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 TOM DUFFY COMPANY HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE FLOORING. THE TOM DUFFY COMPANY 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 the Tom Duffy Company will supply new flooring of similar color and grade, if available. If such flooring is unavailable or discontinued, the manufacturer reserves the right to supply flooring of similar value and appearance.

Any and all representations, promises, warranties or statements by Tom Duffy Company 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 the Tom Duffy Company.

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.



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## 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. The Tom Duffy Company'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 the most current NFWA installation guidelines. Improper installation done in a way that is contrary to the NFWA's written installation instructions can cause problems with the flooring. The Tom Duffy Company'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. THE TOM DUFFY COMPANY 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 the Tom Duffy Company'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

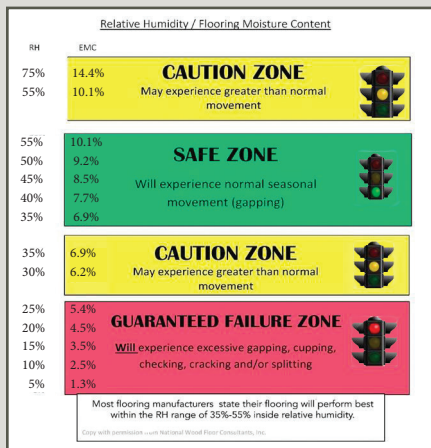
The Tom Duffy Company does not warrant for damage or defects resulting from accidents, abuses, or abnormal usage which stain, scratch, or indent the surface of the flooring. The Tom Duffy Company's limited warranties also do not cover damage or defects caused by heavy or concentrated foot traffic, damage 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. The Tom Duffy Company'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

The Tom Duffy Company'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 NFWA'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 30%-50%.





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## Excessive Lighting

The Tom Duffy Company'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

The Tom Duffy Company'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

Engineered hardwoods may be used with radiant heating systems provided they are installed in compliance with NWFAs 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 the Tom Duffy Company 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 the Tom Duffy Company an opportunity to repair any claimed defects. The Tom Duffy Company 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

The Tom Duffy Company's Hardwax oil prefinished flooring does not have a finish warranty. Ciranova Hardwax oil is used on our 5/8" Euro Oak Prefinished Flooring. Hardwax oil lasts a lifetime and requires care and maintenance. Please refer to 5/8" Engineered UV Oil Cured Care & Maintenance guidelines provided in a separate document. 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 the Tom Duffy Company under our limited warranties is to repair or replace the floor, at the manufacturer's option.

These warranties EXCLUDE and will not pay consequential or incidental damages associated with any warranty claim. The Tom Duffy Company 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.