



Ten Oaks

Limited Residential
Product Warranty



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Who is covered?

These warranties, which begin from the date of purchase, apply only to the original purchaser so long as he or she owns and resides in the home where the product was originally installed. These warranties are not transferable or assignable and they do not apply to nonresidential, rental, or commercial purchases/installations.

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 and are effective for floors purchased after November 1, 2014. All warranties run from the date of retail purchase for the applicable period described in this guide.

Limited Structural Integrity Warranty:

Our flooring, in its original manufactured condition, is warranted against manufacturing defects caused by improper milling, grading, and coating for as long as you (the original purchaser) own the floor.

Limited Warranty for Residential Finish Wear (Prefinished Products Only):

All factory-applied, UV-cured, modified urethane surfaces on our prefinished floors are warranted to you (the original purchaser) not to wear through or separate from flooring under normal household use for 20 years from the date of purchase when maintained as recommended. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty. We accept no responsibility for finishes applied to our prefinished products unless we approve the application of those products.

Pre-installation defects warranty:

Our flooring is manufactured in accordance with accepted industry standards, which permit grading deficiencies not to exceed 5% over the entire floor. You or your installer should carefully inspect the products before installation for any milling, dimension, or visual defects. 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 under these warranties. If objectionable, we reserve the right to inspect the flooring before deeming it unacceptable. The pre-installation warranty expires upon installation.

What are you responsible for under our warranties?

To be covered under our limited warranties, your flooring must be properly installed in accordance with our installation instructions provided with the flooring. You must also properly care for your new floor using our easy-to-follow maintenance instructions within this brochure. To be covered under our limited warranties when installing over a radiant-heated subfloor, keep the flooring surface at or below 85°F (29°C) and the relative humidity between 35% and 55%. Failure to follow the steps we have recommended for use with our flooring products may damage your floor and void this warranty.

What will we do if any of the covered events occur?

If any of the covered events listed in this guide occur within the warranty periods specified for the respective flooring product, we may re-coat, 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 may refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we may also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period.

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 defect by inspection and have samples removed for technical analysis.

What is excluded from the limited warranties?

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 statement, we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring will not be covered under our limited warranties. 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 THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION 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. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF VIRGINIA OR IN THE UNITED STATE DISTRICT COURT FOR THE WESTERN DISTRICT OR VIRGINIA.

What is not covered by these limited warranties?

- The limited warranties do not cover conditions caused by improper use or maintenance, such as (see Care and Maintenance Guidelines):
 1. Reduction in gloss, marks, scuffs, scratches, gouges, dents, or cuts, including without limitation, those caused by pets.
 2. Damage caused by negligence, accidents, misuse, or abuse (i.e., dragging objects across 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 Maintenance 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.
- Splits, cracks, grain raising, checking, edge fracturing, splintering, or chipping 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% and 55%.
- Normal wearing of finish in high-traffic areas, pivot points, and seating areas.
- Wood flooring installed in full bathrooms with a shower or tub.

- Floors installed over radiant heated subfloors, but not indicated as suitable for radiant heat.
- Damage caused by fire, flooding, and other natural disasters and Acts of God.
- Damages caused by improper transportation, storage, and installation. Improper installation includes installation prior to proper HVAC conditioning of the home and acclimation of the flooring.
- 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. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.
- Color, shade, or texture variations between samples, virtual or printed color photography, 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.).
- 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, crackling, etc. Some squeaking, popping, or crackling is possible when using staple-down or nail-down installation methods. Our floors are not warranted against staple or nail product pullout from subfloors.
- 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, normal differences between color of samples and the color of installed floors, and color variations from board to board.
- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.
- Product designated as “thrift,” “antique,” “tavern,” “bargain,” “cabin grade,” “seconds,” “shop,” “economy grade,” “rustic,” “close-out,” “off-goods,” or “non-standard.” Such products are sold “AS IS.”
- Floors that are installed in other than owner-occupied or tenant-occupied residences.
- Commercial installation of residential products.
- Construction or installation-related damage.
- Insect infestation after the product has left the plant.
- Gapping of planks caused by natural expansion and contraction, improper seating or planks during installation, or by mastic memory.
- Floors damaged by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, moisture infiltration from side walls or subfloor, flooding, wet-mopping spills, or weather conditions.
- Installation defects, including installation made: (i) in violation of applicable state or local housing or building codes, (ii) contrary to industry standards, those recommendations made by Ten Oaks, or by the guidelines set out within this brochure.

NOTE: 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.

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.

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

IMPORTANT NOTE: While the majority of 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 Ten Oaks, LLC at PO Box 619, Stuart, VA 24171 or (276) 694-3208 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.