



## Baroque Flooring- MarineWalk LIMITED RESIDENTIAL FLOORING WARRANTY

This Limited Warranty is provided by Baroque Flooring and begins when the flooring is purchased. The flooring must be installed in accordance with the installation guidelines and specifications. The flooring must be maintained in accordance with the floor care and maintenance recommendations and such maintenance continues throughout the duration of the original installation.

The Limited Warranty is further limited to original purchaser of the flooring. Warranty related claims apply to the original invoice, or authorized dealer invoice.

Installation guidelines and specifications along with floor care recommendations can be obtained from your dealer. For additional contact information, please see the bottom of this page.

### LIMITED WARRANTIES

#### Terms of Lifetime Limited Warranties:

- **Within One Year:** Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Baroque Flooring will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- **Between Year One - Five:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Baroque Flooring will arrange a credit based on the original purchase of the product or replace the product. Baroque Flooring will pay 50% of reasonable labor costs.
- **Between Year Five - Ten:** Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Baroque Flooring will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.
- **After Ten years:** Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Baroque Flooring will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included.

### Who is Covered Under these limited Warranties?

These limited warranties apply to you only if you: (1) are the original consumer purchaser of any Baroque Flooring hardwood floor;  
(2) have paid in full for your hardwood floor, and (3) have purchased the hardwood floor for your own personal residential use and not for resale. These warranties **ARE NOT** transferable or assignable and they **DO NOT** apply to nonresidential, rental, or commercial purchases/ installations. If professionally installed, Baroque Flooring will pay the reasonable labor costs to perform the replacement or repair during the first five (5) years from the date of the original purchase. In the event that the style installed in the home is no longer available, Baroque Flooring will authorize your dealer to replace the affected floor with another style of equal value. The above described remedy is the purchaser's sole and exclusive remedy for claim under this limited warranty.

### Limited Lifetime Structural Warranty

Baroque Flooring warrants all first quality engineered hardwood floors, in their manufactured condition, to be free from defect in material and workmanship including milling, assembly, dimension, and grading. Baroque Flooring additionally warrants that these engineered hardwood floors, will not delaminate when properly installed and maintained according to Baroque Flooring's installation and maintenance procedures. In the event that the plies should delaminate due to glue bond failure, Baroque Flooring will, at our option, either: (1) repair the defective plank(s); (2) replace the defective plank(s).



## Limited Lifetime Warranty for Residential Finish Wear

Our factory applied finishes make hardwood floor installations fast and easy. Every plank is ready to install right out of the carton. There is no need for sanding or staining. With our finish you gain the assurance of superior durability and wear ability. Baroque Flooring will warrant under normal residential conditions and uses, and providing that Baroque Flooring's maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the hardwood flooring during the length of the warranty of the product you purchase. In the event that the finish wears through or peels off of the hardwood flooring, Baroque Flooring will, at our option, either: (1) replace the affected plank(s); (2) recoat the affected area. **NOTE** that this limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. **NOTE: Gloss Reduction, Scratches and Dents** in the finish are not considered surface wear and are not covered under this warranty. Please note that Maple, Pine and Birch floors require extra care. Maple and Birch are inherently smooth wood and will show scratches and dents more readily than Oak or Pecan. You should consider these factors when making your flooring selection.

## Limited Waterproof Warranty

Baroque Flooring warrants that for the stated warranty period from the date of original purchase, your Baroque Flooring Hardwood product will not swell, cup, or crack due to:

- Normal cleaning practices (see Care and Maintenance document for additional information)
- Moisture due to everyday household spills (see Care and Maintenance document for additional information)
- Moisture from subfloor when exposed to such conditions.

All sources of subfloor moisture should be remedied prior to installation. This warranty covers topical moisture as long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.)

While moisture will not affect the product's integrity, it is possible that, when excessive moisture accumulates in buildings, subfloors, or on building materials, mold (and/or) mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed).

This warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture, and excludes all casualty events involving water coming in contact with your floor. This warranty excludes failures normally covered by homeowner's insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

**SPECIAL NOTE: WARRANTY LIMITATIONS (APPLIES TO ALL WARRANTIES UNDER WHICH Baroque Flooring IS OR MAY BE OBLIGATED). Baroque Flooring products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible.**

## Warranty Exclusions

Wood is a natural product containing natural variations in color, tone, and graining. Baroque Flooring cannot warrant against natural variations in color or any other variations, such as mineral streaks, small knots, and grain variations from plank to plank. Nor can we warrant against natural variations or gloss level between samples/models and installed flooring. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample or model **DOES NOT** create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed.

1. Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the flooring product itself.
2. Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
3. Flooring that is installed outdoors.
4. This Lifetime Limited Waterproof Warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowner's insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.



**Improper Installation:** The floor must be installed according to Baroque Flooring's installation guidelines. Detailed installation instructions are included in cartons of Baroque Flooring hardwood flooring. Damage caused by improper storage, handling, or installation methods is not covered by these warranties. 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 joints) or voids in the subfloor, are not covered under these warranties.

**Improper Care and Maintenance:** The floor must be maintained according to Baroque Flooring's installation guidelines. Damage caused by improper maintenance is not covered by these warranties. Water damage resulting from improper installation or flooding caused by natural disaster, plumbing failures, etc... are not warranted. This limited warranty does not apply to moisture damage by events beyond everyday household spills, including, but not limited to: flooding, standing water allowed remaining on floor, appliance leaks, leaking plumbing, or any source of continuous, repetitive or long term water exposure. This limited warranty does not apply to damage caused by subfloor moisture. This limited warranty applies to topical moisture sources only. Any moisture or water coming from underneath the floor is not covered under warranty. Defects or failures of other manufacturers' products at the subfloor assembly, including but not limited to subfloor material, fasteners, patching compound, adhesives, and other floor coverings are not covered by these limited warranties. Damage caused to your hardwood flooring by other manufacturers' products is not covered by this warranty. Other items not covered under the limited warranties include construction traffic, abuse to the surface of the flooring; use of non-recommended nailers, staplers, or adhesives; end gapping due to mastic memory or improper seating of planks during installation; squeaking, popping or crackling by any cause. (Popping sounds caused by depressions in the subfloor **ARE NOT** covered under these limited warranties.) Damage to the flooring such as dents, scratches, or dulling of the finish is **NOT** covered.

**Cabinets and other built-in appliances** should be installed **PRIOR** to the installation of the hardwood flooring. They should **NOT** be installed on top of floating hardwood flooring. Pre-finished hardwood floors should be installed at the same time as carpets and **AFTER** finishing the walls to prevent damage from paint, dry wall dust, wallpaper adhesives, and other materials.

**Improper Environment:** MarineWalk is not warranted against damage caused by manmade or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction. Baroque Flooring also does not warrant against: (1) moisture infiltration from side walls, through the subfloor or from any source; (2) normal wearing of the finish in high traffic areas, pivot points and seating areas; or (3) other extraordinary circumstances such as extreme low humidity (below 35% for an extended period of time). In extreme low humidity conditions (below 35%), planks may shrink and or exhibit surface checking until the humidity returns to a normal level.

**Seasonal Checking:** Cracks or checks in the surface of planks due to low humidity, excessively high humidity, or dramatic fluctuations in humidity are inherent in all wood products and may affect your floor's finish. Checking is not covered under these Limited Warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%. Baroque Flooring research and experience shows that some species such as Hickory or Pecan are more susceptible to this phenomenon than others and are not recommended in certain regions without the use of a humidification system.

**Recoating and Finish Alterations:** Alterations to the finish or non- factory applied finishes (finishes applied by the owner or installer), including but not limited to refinishing or recoating, are **NOT** part of the Limited Warranty for residential finish wear stated above and therefore are **NOT** warranted by Baroque Flooring.

**Natural Sunlight:** The sun and its UV rays cause the aging of wood and therefore can cause the stain and/or wood to fade and/or change color. This includes any showroom sample/models; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties. Use draperies or shades to help block out most of the sun's harmful rays. Samples or models in the showroom may also fade, making an exact match to new flooring impossible. Custom finishing and staining of interior millwork and/or cabinets should be done from the actual floor to be installed, not a showroom sample, if a color and/or gloss match is desired.



**Special Series, Cabin Grade, and Non Standard items** carry a One Year Limited Warranty for Residential Finish Wear only and engineered products carry a One Year Limited Structural Warranty when installed in a residential installation only. **NOTE:** All warranty exclusions, disclaimers, and limitations, including the available remedies, stated throughout this booklet apply to Special Series, Cabin Grade, or Nonstandard items.

## Warranty Process

Product determined to have any possible defect by the person doing the installation should be returned to your dealer for inspection and possible replacement PRIOR TO INSTALLATION. All questions of product quality are to be addressed prior to installation.

### **What you should do if any of the above listed problems occur and you need warranty service:**

During the warranty period, should you have any problems with your MarineWalk floor, please contact the authorized dealer who sold the product within 30 days from the date the problem occurs. **NOTE** that these dealers are not authorized to make any decisions regarding warranty coverage or any remedies thereunder; they are merely the means through which you should report any problems. **NOTE ALSO** that Baroque Flooring must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which should be no less than thirty (30) days after you report the problem. You (the original purchaser) should notify the authorized Dealer and/or your sales representative and submit in writing, the following:

1. **Proof of Purchase** - A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
2. **Problem Description, Photos, & Samples** - A detailed description of the problem, a photograph and a sample that clearly shows the warranty problem. If possible, include a photo of the box label.

## Curative Actions/Remedies

**THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. IF YOU ARE FOUND TO BE ENTITLED TO COVERAGE UNDER ANY WARRANTY, EXPRESSED OR IMPLIED, IN ADDITION TO THOSE SPECIFICALLY LISTED ABOVE, AND YOU CAN PROVE THAT BAROQUE FLOORING BREACHED SUCH WARRANTY, THEN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROVEN BREACH IS EITHER (AT THE OPTION OF BAROQUE FLOORING): (1) REPAIR THE DEFECTIVE PLANK(S); (2) REPLACEMENT OF THE DEFECTIVE PLANK(S). IF THE REMEDY BAROQUE FLOORING INITIALLY SELECTS IS FOUND TO FAIL IN ITS ESSENTIAL PURPOSE, THEN ANY FURTHER REMEDY TO WHICH YOU MAY BE ENTITLED IS SOLELY AND EXCLUSIVELY LIMITED TO ONE OF THE REMAINING REMEDIES (OF THE TWO OPTIONS, DESCRIBED ABOVE IN THE LIMITED WARRANTIES), WHICH SHALL BE CHOSEN BY BAROQUE FLOORING.**

## Warranty Disclaimers

**ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE LIMITED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY BAROQUE FLOORING OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLPAPER, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF THE FLOORING. SOME STATES DO NOT ALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND IS NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE HARDWOOD FLOORS. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED.**



## **Baroque Flooring- MarineWalk LIMITED Commercial FLOORING WARRANTY**

### **5 YEAR LIGHT COMMERCIAL FINISH WARRANTY:**

Baroque Flooring warrants, to the original purchaser, that the surface finish will NOT wear through for FIVE (5) years from the date of purchase, when used under normal light commercial traffic conditions, and as long as preventive and regular maintenance is performed. This finish warranty excludes any damages resulting from, caused by or contributed to, in any way, improper environmental conditions, indentations, scratches, lack of proper maintenance, use of unauthorized cleaning products, misuse, negligence, accidents, pets, spiked/high heeled shoes, shoes not under proper repair, standing water beyond 72 hours, water, wet mopping, erosion, pebbles, sand, other abrasives, surface checks/splits, and/or failure to protect the flooring material during move-in and/or other construction activities in the immediate/adjacent area. Loss of gloss is not a warranted issue.

Examples of light commercial flooring installations:

- Retail: Entryways\*, Sales Floor/Showroom, Checkout, Breakrooms, Dressing Rooms, Offices, Storage Rooms.
- Doctor's Offices: Entryways\*, Lobbies, Waiting Rooms, Hallways, Nurses Stations, Offices, Breakrooms, Storage Rooms.
- Hotels: Entryways\*, Lobbies, Hallways, Guest Rooms, Conference/Meeting Rooms, Kitchenettes, Lounges,
- Offices. Business Offices: Entryways\*, Lobbies, Hallways, Offices, Conference/Meeting Rooms, Breakrooms.
- Restaurants: Entryways\*, Lobbies, Hallways, Offices.
- Educational: Entryways\*, Lobbies, Hallways, Offices, Classrooms, Storage Rooms, Residence Halls, Common Areas.
- Multi-family Housing: Entryways\*, Lobbies, Common Areas, Hallways, Offices, Storage Rooms, Individual Housing Units.
- **NOTE:** \*Walk off mats are required at all entryways