

elements+ warranty

25-year residential limited warranty

ecofinishes warrants for 25 years from the date of original purchase, to the original purchaser only, that its pre-finished hardwood floors, in their original manufactured and installed condition within a residence, when used under normal residential traffic and other conditions, are free of any manufacturing defects caused by improper milling, grading, dimension, and coating for the lifetime of the floor, and the finish will not wear through. The flooring must be installed in accordance with industry standards and ecofinishes's Installation Instructions, maintained in accordance with ecofinishes's Care and Maintenance Instructions, and as otherwise provided below. Under this Limited Warranty, ecofinishes is liable only for defective flooring that exceeds 5% of the same ecofinishes flooring installed in the room in which the defective flooring was properly installed and maintained.

5-year light commercial

ecofinishes warrants for 5 years from the date of original purchase to the original purchaser only for light commercial use of its commercial flooring products that such floors in its original manufactured and installed condition, when used under light commercial traffic, installed in accordance with industry standards and ecofinishes Installation Instructions, and maintained in accordance with ecofinishes's Care & Maintenance Instructions. Under this Limited Warranty, ecofinishes is liable only for defective flooring that exceeds 5% of the same ecofinishes flooring installed in the room in which the defective flooring was properly installed and maintained.

NOTE: For purposes of this Commercial Limited Warranty, "light commercial" refers to office spaces, small boutique-type retail stores, medical offices, and the like where the foot traffic is light and controlled. Commercial venues that would not be considered "light commercial" and, therefore, not covered under this Commercial Limited Warranty would include department stores, box stores, large or high-traffic retail establishments, grocery stores, mall walkways, airports, building lobbies and/or hallways, public or common spaces, food service establishments, hospitals, and the like or any area where there is consistent and heavy foot traffic. If you have any questions about what constitutes "light commercial" as defined by this Commercial Limited Warranty, please contact your local ecofinishes representative.

remedy

The only remedy for defective flooring covered by any of the above warranties shall be, at ecofinishes' sole option, the repair or replacement of such defective flooring or the return of the original purchase price of the defective flooring. Any visible defects noticed prior to installation shall not be installed in order to file claim.

limited warranty additional conditions

These warranties apply only if the following conditions are met:

1. The original consumer who purchased the floor is making the warranty claim;
2. The claim is for the flooring located at the original site of the installation, in its original manufactured condition (that is, properly installed, reasonable wear and use excepted);
3. The floor has been used for residential use only (or if commercial, then as stated above);
4. There has been full compliance with all of the other provisions of these limited warranties, without exception;
 - a. ecofinishes has been fully paid for the flooring; and ecofinishes receives the claim within 6 months of the occurrence of the alleged defect. These warranties are not transferrable.
 - b. Do not install defective flooring. The installer and homeowner are responsible to inspect flooring prior to installation. Defects discoverable prior to installation shall be conclusively deemed to be waived after installation.
 - c. These warranties are not transferrable. These warranties may not be altered by any dealer, installer, agent, or distributor of ecofinishes.














limited warranty disclaimers


















These provisions are the complete and exclusive statement of the express warranties provided and is in lieu of all other express, implied, and/or statutory warranties. ecofinishes makes absolutely no warranty of any kind, express or implied, whether of merchant ability, fitness for any particular purpose, or otherwise, except as stated in these limited warranties. ecofinishes has no other obligations of any kind to anyone. ecofinishes will not compensate anyone for any claims, losses, or damages of any kind during the applicable limited warranty period or otherwise except as stated expressly in these limited warranties. All of our obligations end when the applicable limited warranty period is over. ecofinishes shall not be liable to anyone for any incidental, special, or consequential damages, labor costs, loss of income, or profits for any defect or for any claim arising out of any alleged breach of (1) These limited warranties, or (2) any implied warranty, or (3) any other theory, law, or otherwise.

Some states do not allow the exclusion or limitation of incidental, special or consequential damages, or the exclusion or limitation of implied warranties, so such exclusions or limitations may not apply to you. This warranty gives you specific legal rights and you may have other rights that vary from state to state.

limited warranty exclusions

THESE WARRANTIES DO NOT COVER THE FOLLOWING:

-  Refinished floors, whether the finish is re-coated, screened, or otherwise treated or altered from its original factory finish post-purchase, EVEN IF THE ACTION IS APPROVED BY ECOFINISHES TO RESOLVE A FINISH-RELATED CLAIM
-  Improper transportation, handling, or storage.
-  Indentations, scratches, or damage caused by negligence, water, sand, everyday wear, abuse, heavy foot traffic, pets, furniture, spiked / cleated shoes (or the equivalent), and/or wet, excessively damp or equivalent mopping.
-  Color changes from exposure to direct or ambient light, as such changes are considered natural occurrences in wood floors and are not the result of a manufacturing defect.
-  Failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels. [Surface checking or cracking may result from a condition of low humidity, and mildew, cupping, crowning, and/or discoloration may result from a condition of high humidity.]
-  Failure to follow manufacturer's installation instructions, including but not limited to failure to use approved adhesive or install a moisture barrier.
-  Improper installation or workmanship, whether by accident, lack of preparedness, or otherwise.
-  Improper care and maintenance. Never use any household cleaner or product that is not recommended by ecofinishes in our Care and Maintenance Instructions, such as, but not limited to, water, soap, detergent, oils (unless otherwise recommended), wax, polishes, alcohol, mineral spirits (unless directed otherwise), brand name oil soap, vinegar, steel wool, scouring pads (or the like), ammoniated cleaners, abrasive cleaners, or similar products. The use of floor products not recommended by ecofinishes will void these warranties. PLEASE REFER TO ECOFINISHES'S CARE AND MAINTENANCE FOR A COMPLETE LISTING.
-  Normal expansion and contraction throughout the year as seasonal climatic conditions change. Wood floors may experience between boards conditions that are considered natural occurrences in wood floors and are not the result of a manufacturing defect.
-  Grading differences up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]
-  Milling differences up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]
-  Surface and other cosmetic differences (such as but not limited to discoloration and knots) up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]
-  Defects in manufacture that cross-cutting and other adjustments on-site during installation can resolve up to 5% of the square footage ordered. [Order 5% to 7% more flooring than actually needed by measurement to cover this allowance.]

-  Normal color and grain variation. Wood is a natural product and variations in color, grain, pattern, and texture normally occur in original materials and are not considered defects. No two pieces are the same and the same species can vary in color and grain.
-  Deviations from samples supplied by dealers/contractors, whether differences are in texture, color, gloss level, nominal wear layer changes, or otherwise because of variations attributable to different production dates. It is the responsibility of the installer and the homeowner to ensure that the product is the one selected prior to installation.
-  Failure to protect flooring from furniture, furnishings, accessories, spills, pet mess, sharp or heavy objects, dirt, grit, sand or other abrasives, pets, and appliances.
-  New or replacement flooring are not warranted to match pre-existing flooring.
-  Surface wear in high-traffic areas such as doorways, hallways, in front of appliances, sinks, or the like.
-  Damage caused by accident, casualty, environmental conditions, flooding, or exposure to any contaminant.
-  Removal or replacement of cabinetry, appliances, built-ins, or any remodeling/redecorating project that results in board damage.
-  Any noise and/or sound issues (e.g. squeaking, hollow sound, etc.).
-  Damage to flooring caused by water trapped beneath the floor due to improper subflooring or underlayment.
-  Water damage to flooring due to excessive moisture in a concrete slab due to improper installation, hydrostatic pressure, or flooding caused by malfunctions from appliances such as dishwashers, ice makers, refrigerators, sinks, pipes, or from natural disasters.
-  Damage to finish caused by vacuum cleaner beater bars and hard or metal caster wheels.
-  Settlement of the building or structural changes in the sub-floor.
-  The use of floor products not recommended by ecofinishes will void these warranties.
-  Any condition, circumstance, event, or conduct beyond the control of ecofinishes including, but not exclusively, any weather, casualty, water, moisture, plumbing, fire or, accident-related damages to the home that adversely affect the flooring.
-  Squeaking or cracking by any cause other than as a result of improper manufacturing.
-  Any condition of the flooring resulting from excessive or inadequate humidity – relative humidity before, during, and after installation must be and remain between 30% TO 50%. It is the purchaser's responsibility to ensure installation climate meets this criteria. Installation errors and pattern allowances.
-  ecofinishes is not responsible for any installation errors. Installers should allow a sufficient waste factor to allow for errors and the pattern selected. If a reoccurring problem occurs or waste on account of accumulated defects is excessive, stop immediately and have the problem reviewed before proceeding.

radiant heat

ecofinishes elements+ products are **NOT** meant for radiant heat installations unless the product is clearly marked as suitable for radiant heat installation.

flooring inspections

ecofinishes reserves the right to require an inspection by an NAWFA Certified Inspector for any warranty claim. A claimant's failure to provide reasonable access for such an inspection shall constitute a waiver by the claimant of the claim. If ecofinishes does deny a claim based on any of the above referenced conditions, disclaimers, or exclusions and the dealer or customer insists on an inspection, they may be made liable for inspection fees at ecofinishes' discretion should it be determined NOT to be a manufacturing defect.