



BENTHAM PLANK

PRODUCTS WARRANTY

Thank you for bringing Bentham Plank Fine Engineered Hardwood Flooring into your home. In the event you are not completely satisfied with your purchase, please contact us at Bentham Plank immediately. Unfortunately, any installed flooring plank cannot be replaced or returned and is covered only through our limited warranties below. For additional information, please review the following warranties, exclusions, and full return policy.

OUR RESPONSIBILITIES

Limited Lifetime Structural Warranty

Bentham Plank warrants all engineered hardwood floors, in their original manufactured condition, to be free from manufacturing defects, including milling and lamination, for the lifetime of the product, when the product has been properly installed and maintained, according to Bentham Plank's installation and maintenance guide. If the plies should delaminate due to glue bond failure, Bentham Plank will, at our option, either: (1) provide replacement plank(s), (2) refund the cost of planks affected by a manufacturing defect. Glue bond failure is covered only when floors have been properly installed and maintained, e.g. proper humidity levels, no direct sunlight exposure, etc.

Limited Finish Warranties

Bentham Plank products are covered under these finish warranties only when cleaned, cared and maintained per the guidelines set forth for each coating type.

UV-Oil Finish Warranty

For planks finished with a UV-Oil finish, maintenance may require the re-application of oil by a flooring professional during this warranty period and beyond, and the need for such re-application does not constitute a product failure. The frequency of the maintenance required to maintain a wood floor finished with UV-Oil may vary significantly from one setting to the next depending on foot traffic (once every 6-12 months). Floors finished with UV-Oil used in a commercial setting may require frequent re-oiling (once every 3-6 months). UV-Oil finished floors may spot when water or other liquids are left for prolonged periods without being wiped up, which is considered normal instead of a product defect or warranty claim. Gloss reduction is not considered wear-through and is not covered under this warranty.

UV-Lacquer Finish Warranty

For UV-Lacquer finished flooring planks, **avoid using cleaning products such as oil soaps, liquid/paste wax products, or any cleaner containing lemon oil, tung oil, silicone, or ammonia, because these cleaning products will damage the flooring and void this warranty.** UV-Lacquer finished floors may be spotted when water or other liquids are left for prolonged periods without being wiped up. This is considered normal and not a production/manufacturing defect. Gloss reduction is not considered wear-through and is not covered under this warranty.

Residential Finish Warranty

Bentham Plank warrants that, under normal residential conditions and with proper cleaning and maintenance as prescribed per coating type, the finishes on Bentham Plank's flooring products will not wear through to raw wood in any single area for 10 years from the date of purchase, will not wear through to raw wood over an area consisting of 10% or more of the total installed area for 15 years from the date of purchase, and will not wear through to raw wood over an area consisting of 20% or more of the total installed area for 25 years from the date of purchase.

Warranties Apply To The Original End User Only

All Flooring warranties, including any implied warranties, apply to the original end user of the Flooring only. All warranty coverage terminates if the customer sells, transfers, or otherwise conveys the Flooring or the property to which the Flooring is attached. BENTHAM PLANK shall be permitted the opportunity to conduct or cause to be conducted any inspections deemed reasonable or necessary by BENTHAM PLANK in all warranty-related product claims, and the claimant agrees to allow a reasonable sample of installed Flooring planks to be removed and taken for analysis if it is determined to be necessary by Bentham Plank. Claims will not be valid without samples with visual defects being provided to Bentham Plank upon request. Bentham Plank will evaluate samples with visual defects using normal lighting from a standing position. All implied warranties, including the warranty of merchantability and the warranty of fitness for a particular purpose, are only valid under limitations, which do not allow implied warranties to last longer than the duration of Bentham Plank's product warranty. Limitations on how long implied warranties last are not allowed in some states, so it's worth noting that the above limitation may not apply to certain customers.

INSTALLING BENTHAM PLANK FLOORING PRODUCT CONSTITUTES FULL AND FINAL ACCEPTANCE of the appearance of the product and cannot be returned or replaced.

CUSTOMER RESPONSIBILITIES

- The Customer must retain the original sales receipt or purchase order to file.
- The Customer/Purchaser/End-User/Installer must follow all Bentham Plank Installation, Care, and Maintenance Instructions applicable to the product installed.
- The Customer/Purchaser/End-User/Installer must follow proper maintenance and floor care procedures, using proper maintenance and cleaning products as prescribed for the applicable coating(finish) type. See the care and maintenance instructions for daily/weekly/lifetime regimen. If there is any doubt about which finish you've selected, please check your receipt/PO for the product name and finish. Clients must contact Bentham Plank for confirmation before any improper cleaning or maintenance is performed.
- Hardwood flooring is a natural product. Natural wood expands and contracts according to humidity and moisture conditions. It is vital for engineered wood flooring to be thoroughly acclimated to a controlled environment before being installed, more so, that particular environment should remain controlled throughout the lifetime of the floor.
 - The National Wood Flooring Association and the Hardwood Plywood and Veneer Association have individually found that certain conditions will promote the longevity of wood flooring. According to these Associations, wood flooring performs best and will have normal movement when the interior site environment is controlled to stay within 30 percent relative humidity and 50% relative humidity, and between 60° F and 80° F. If you have concerns as to whether you or your installer have the ability to maintain the necessary temperature and relative humidity levels in the property in which your floors will be installed.

- PLEASE DO NOT INSTALL THE FLOORS BEFORE CONFIRMING THAT ALL NECESSARY ENVIRONMENTAL REQUIREMENTS CAN BE MET AND MAINTAINED FOR THE LIFE OF YOUR FLOORING.
- The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55% throughout the life of the floor.

INSTALLER RESPONSIBILITIES

- Carefully follow the Installation Instructions and/or Installation Checklist
 - Verify that the flooring has been properly acclimated before installation (Note – some engineered products should not be acclimated before installation. Refer to the Installation Instructions specific to the item purchased before opening any cartons of flooring for acclimation, and follow all guidelines carefully).
 - Verify that installation and/or site conditions are adequate for the installation following the Installation Instructions and ensure that humidity and temperature conditions are maintained during acclimation and installation.
 - Verify that the subfloor is clean, dry, flat, and structurally sound per the requirements listed in the Installation Instructions.
 - Check each plank for proper color, manufacturing defects, and/or visible damage after receiving and **BEFORE** installation. Installed planks cannot be returned/refunded.
 - Verify before installation that any hardwood flooring that will be installed has been manufactured within acceptable tolerances and is visually satisfying to the end user.
 - When in doubt, do not install. If there are any visual issues with the flooring, immediately contact Bentham Plank or Bentham Plank retailers to arrange a return or replacement.
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WARRANTY EXCLUSIONS

Bentham Plank Product Warranty **DOES NOT** cover any of the following:

- Wood flooring installed in full bathrooms with a shower or tub.
- **Damages caused by fire, flooding, and other natural disasters.**
- Damages caused by negligence, accidents, misuse, or abuse.
- **Damages caused by improper cleaning techniques and cleaning products.**
- Damages caused by vacuum cleaner beater bars or hard heads.
- Damages caused by steam mops.
- Damages caused by appliances, furniture, and casters.
- Damages caused by cutting from sharp objects, rocks, debris, construction brick, etc.
- Damages to the coating caused by tape or other adhesive products.
- Reduction in gloss, scratches, or indentation due to sand, pebbles, or other abrasives, debris, pets, insects, construction traffic, or failure to maintain the floor as required.
- The variations of color, shade, or texture between physical samples, digital/visual samples(photos and videos), or the variations between original flooring materials and replacement materials.
- Color changes due to aging or exposure to airflow and sunlight.
- Noises (squeaks, etc.) NOT associated with manufacturing defects.
- The occurrence of wood's natural characteristics, including variations in color, knots, grain, and mineral streaks.
- Defects caused by improper subfloor/floor joist assemblies, faulty subfloor preparation materials, and fasteners, including but not limited to uneven subfloor surfaces, floor deflection, holes and voids in the subfloor, or moisture imbalance in the subfloor.
- The separation between planks caused by the natural expansion and contraction.
- Damages caused by extremely high or low humidity.
- Cupping or crowning in the flooring planks due to moisture imbalance in the subfloor.
- Cracks or separations between the flooring planks caused by expansion and contraction due to seasonal changes.
- Construction or installation-related damage (see Improper Installation for further exclusions).

- **Floor damage or adhesive breakdown caused by subfloor moisture or water damage, including without limitation broken or leaking water pipes, flooding, wet mopping spills, or weather conditions.**
- Installation defects including installations made in violation of applicable state or local housing or building codes, or contrary to the Installation Instructions.

Improper Installation

The floor must be installed according to Bentham Plank's installation guide. 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. Check to be certain that the subfloor is within structural and manufacturing requirements. 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. In no event shall Bentham Plank be held responsible for any damage caused to your hardwood flooring by other manufacturers' products. 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 other than a manufacturing defect.

Recoating and Finish Alterations

Alterations to the finish or non-factory applied finishes (finishes applied by the customer 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 Bentham Plank.

Color Disclaimer

There are color and pattern variations in all wood flooring as is the characteristic of a living tree. All wood will go through natural color changes from the effects of oxidation and ultraviolet light. In some species such as American Cherry, Walnut, and other exotic wood, this color change is more pronounced. Color treatments such as carbonization, fuming/smoking, and tannin-reactive stains may also be photosensitive and result in color change over time that differs and may exceed

the natural color change that the particular species might otherwise demonstrate. This is not a product defect and is not covered by the warranty.

Natural Sunlight

The sunlight and UV rays cause natural wood to age, causing the stain and/or wood to fade and/or change color. While Bentham Plank finishes are UV-resistant, exposure to direct sunlight over time can cause finishes to crack and/or deform. 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 proper 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 difficult. 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.

Radiant Heat Systems

IMPORTANT - Bentham Plank does not offer a warranty on **ANY** flooring installed over **Electric** radiant heat systems, only **Hydronic** (water) systems may be approved. For wood flooring installed over radiant heat, moderate surface checking, cracking (especially at the ends of planks and around knots), shrinkage, gapping between planks, and slight cupping are all to be expected and do not constitute a manufacturing defect.

WARRANTY DISCLAIMER

It is the responsibility of the Customer/End-User/Installer to inspect and check the flooring for color incorrectness, manufacturing defects, and/or visible damages before the installation. Bentham Plank is not responsible for liabilities, claims, or expenses, including labor costs, where flooring with visible defects has

been installed. No retailers, distributors, or employees have the authority to alter the obligations, limitations, or exclusions under any of the Bentham Plank warranties. Bentham Plank will not be liable for incidental, consequential, or other special damages under any warranties, and will not pay for costs generated from such damages. These 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 Bentham Plank limited warranties express or implied, including any warranty merchantability or fitness for a particular purpose, are disclaimed. According to state law, all implied warranties (including merchantability and fitness warranties for a particular purpose) are only valid within the duration of this BENTHAM PLANK PRODUCT WARRANTY. Depending on the state, the above limitations and exclusions may not apply to certain customers.

WARRANTY/RETURN PROCESS

Flooring determined to have any possible defect by the person doing the installation should be returned to Bentham Plank for inspection and possible replacement before INSTALLATION. All questions about product quality are to be addressed before installation.

For standard orders, Customer/Purchaser/End-User/Installer may return any portion of the Products ordered; provided, however, that (1) Customer/Purchaser/End-User pays Bentham Plank in advance a 25% restocking fee if within 60 days but after 30 days, no returns after 60 days (2) Customer/Purchaser/End-User/Installer covers all transport requirements and (3) any Products returned must be in brand-new condition, and except for a single box opened for inspection purposes, unopened box(es), and properly secured for the return shipment. Includes stock/standard moldings/nosing. In no event shall the Customer/Purchaser/End-User/Installer be entitled to return and Bentham Plank shall not be obligated to accept any custom ordered Products, any made-to-order Products, any discontinued Products, any Products for which Customer/Purchaser received a discount or rebate of any nature or any Products which have been installed. In exchange for any portion of the Products properly returned by Customer/Purchaser and accepted by Bentham Plank, the Customer/Purchaser shall be entitled to store credit in an amount equal to the

price paid (or a pro-rata portion thereof) of the returned and accepted Products. In no event shall Bentham Plank be responsible to provide, and Customer/Purchaser shall not be entitled to receive a cash refund.

We want every customer to be happy and satisfied with their purchase. If you have any questions or claims, or if you are not satisfied with your hardwood floor, please contact your dealer or contact us at Bentham Plank for assistance. We are available by phone: at (888)988-1168, or by email: at support@benthamplank.com.



www.benthamplank.com