



## LIMITED RESIDENTIAL WARRANTIES

### Please Read This Entire Warranty Carefully

This booklet contains the warranty and maintenance information, plus common sense warranty exclusions that you'll need to know to maintain your limited warranty and to keep your Helena Hardwood Floor product looking beautiful for years to come.

### Floor Care and Maintenance

Please remember, like any other floor covering, factory finished wood floors will show signs of wear over time, depending on the size and lifestyle of your family. By observing a few precautions and setting up a regular cleaning routine and maintenance program, you can expect years of beauty from your Helena floor. The following are examples of the reasonable and necessary maintenance you are expected to perform. They are not intended to be an exclusive list.

1. Sweep or vacuum regularly since built-up grit can damage the surface of the wood. The vacuum head must be a brush or felt type. Be certain the wheels of the vacuum are clean and do not damage the finish. Do not use a vacuum with a beater bar head.
2. Remove spills promptly using a soft cloth and cleaning products recommended by Helena.
3. Never wet-mop, damp-mop, or clean your floor with water or other products. This can severely damage the flooring and damage resulting from these actions will not be covered under warranty. Do not use hardwood floor cleaning machines or steam cleaners. See section on Improper Maintenance.
4. Helena™ recommends the Lobacare® Hard Surfaces Flooring Cleaner with a terry cloth mop. Always vacuum the floors prior to using Lobacare® products. Do not allow excess cleaner to remain on the floor's surface as this may permanently damage the wood fiber.
5. Important: Do not use oil soaps, liquid or paste wax products or other household cleaners that contain citrus oils, lemon oil, Tung oil, or ammonia since these warranties do not cover damage caused by non-recommended products. Use of such products will harm the long-term performance of your floor and may affect its recoatability.
6. Do not use 2 in 1 cleaners with polish that may contain acrylics or urethane polish to restore gloss damage resulting from the use of these products will not be covered under warranty and may produce unsatisfactory results when not applied properly.
7. Keep pets' nails trimmed, and paws clean and free of dirt, gravel, grease, oil, and stains.
8. Place protective felt pads beneath furniture legs and feet to reduce scratches and dents. Replace pads as needed.
9. Use a dolly and protective sheets of plywood when moving heavy objects, furniture, or appliances. Make certain furniture casters are clean and operate properly (a minimum 1" wide vinyl surface where it is in contact with wood is recommended). Clean wheels periodically to remove dirt and debris.
10. Remove shoes with spiked or damaged heels before walking on floor.
11. Exposure to the sun and its UV rays accelerates the oxidation and aging of wood. This can cause the stain and/or wood to fade and/or to change color. We recommend that you rearrange rugs and furniture periodically in order that your floor oxidizes evenly. Exotic species such as Brazilian Cherry are more susceptible to color change during the aging process. These warranties do not cover damage from the sun and its UV rays.
12. Use area rugs in high traffic areas and pivot points (e.g., stair landings, room entries, etc.), if you have a large family or indoor pets.
13. Maintain the proper **Relative Humidity** in your home between **35% - 55%**.

## Radiant Heat Guidelines

Selected Helena brand engineered products are approved over radiant heated subfloors provided that the floors are installed in strict accordance with the Helena installation guidelines pertaining to radiant heated subfloors. The products approved for use over radiant heat **MUST** be designated as radiant heat approved with the radiant heat logo on the actual Helena sample board. Products without this logo are **NOT** recommended for use over radiant heat and are **NOT** warranted for this application.

The following guidelines must be applied throughout the life of the floor in order to reduce the affects of radiant heat on engineered wood floors. Even when these guidelines are followed it is still possible that your flooring may experience some cracks (seasonal checking) on the surface, gapping between boards, or delamination of boards. The approved engineered products can only be installed over radiant heated subfloors using the installation methods approved by Helena. The temperature and humidity levels described below must be maintained otherwise any damage resulting from such failure to maintain will not be under warranty. After the flooring is installed, slowly raise the temperature to the preferred level (over at least 5 day time frame) beginning two days after installation or at the onset of colder weather conditions.



- The radiant heat system must be controlled and the surface temperature of the flooring must never be allowed to exceed 82°F.
- The proper humidity level (35%/o- 55%/o) must be maintained within your home at all times during the year. Use of a humidification system may be required to maintain proper humidity levels to avoid excessive drying of the wood flooring.
- Seasonal gapping should be expected.
- Surface checking can be expected if the proper humidity level is not properly maintained between 35-55%/o R. H. or if the floor's surface temperature exceeds 82”.

## LIMITED WARRANTIES

These warranties, which begin from the date of purchase, apply to products used in dry residential applications. Lifetime warranties apply for as long as the original purchaser owns and resides in the home where the product was installed.

### Limited Lifetime Structural Warranty

Helena™ 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. Helena additionally warrants that these engineered hardwood floors, will not delaminate when properly installed and maintained according to Helena installation and maintenance procedures. In the event that the plies should delaminate due to glue bond failure, Helena will, at our option, either: (1) repair the defective plank(s); (2) replace the defective plank(s). This warranty is a limited lifetime warranty for all first quality Helena engineered products. **Solid products** are excluded.

### Limited 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 UV-cured finish you gain the assurance of superior durability and wear ability. Helena will warrant under normal residential conditions and uses, and providing that Helena 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 (i.e., 3 year, 25 year, lifetime, etc.) of the product you purchase. Consult your retail salesperson if you have questions about the length of your warranty. In the event that the finish wears through or peels off of the hardwood flooring, Shaw 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.

## **SPECIAL NOTE: WARRANTY LIMITATIONS (APPLIES TO ALL WARRANTIES UNDER WHICH HELENA IS OR MAY BE OBLIGATED)**

Helena products are not warranted against squeaking, popping. Some squeaking, popping, or crackling is possible when using staple-down or nail-down installation methods. In addition, Helena floors are not warranted against staple or nail pullout from the subfloor.

### **Who is Covered Under these limited Warranties?**

These limited warranties apply to you only if you: (1) are the original consumer purchaser of any Helena 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 ARE NOT transferable or assignable and they DO NOT apply to nonresidential, rental, or commercial purchases/ installations. If professionally installed, Helena will pay the reasonable labor 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, Helena™ 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.

### **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 Helena floor, please see the authorized Helena Hardwood Flooring 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 to Helena. NOTE ALSO that Helena 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.

### **Helena™ 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 SPECICALLY LISTED ABOVE, AND YOU CAN PROVE THAT HELENA™ BREACHED SUCH WARRANTY, THEN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PRVOEN BREACH IS EITHER (AT OPTION OF HELENA): (1) REPAIR DEFECTIVE PLANK(S); (2) REPLACE DEFECTIVE PLANK(S). IF THE REMEDY THAT HELENA INITAILLY SELECTS IS FOUND TO FIAL IN ITS ESSENTIAL PURPOSE, THEN ANY FURTHER REMEMDY TO WHICH YOU MAY BE ENTITLED IS SOLEY AND EXCLUDSIVELY LIMITED TO ONE OF THE REMAINING REMEDIES (OF THE TWO OPTIONS, DESCRIBED ABOVE INB THE LIMITED WARRANTIES), WHICH SHALL BE CHOSEN BY HELENA™.**

### **Warranty Exclusions**

Wood is a natural product with natural variations in color, tone, and graining. Helena 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.

### **Improper Installation:**

The floor must be installed according to Helena installation guidelines. Detailed installation instructions are included in cartons of Helena hardwood flooring. Damage caused by improper storage, handling, or installation methods are 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 Helena™ be held responsible for any damage caused to your hardwood flooring by other manufacturers products; other items not covered by these 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 cracking by any cause. (Popping sounds caused by depressions in the subfloor **ARE NOT** covered under these limited warranties.

**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 the 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 Maintenance:** Floor maintenance must follow the recommendations outlined in this guide. Damage to the flooring such as dents, scratches, or dulling of the finish are NOT covered. Wet or damp-mopping your floor with water or other substances are not covered by these limited warranties. In addition, the following are NOT covered under these limited warranties: use of hard floor cleaning machines; use of non-recommended maintenance and floor-care products, including but not limited to oil soaps, liquid or paste wax products, other household cleaners that contain lemon, orange, or tung oils; neglect or abuse of the hardwood floor, including but not limited to not taking proper precautions to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects; furniture or appliances having dirty or improperly operating casters; spiked and/or damaged heels; pet claws and scratches; falling or dropped objects which can dent or fracture the flooring and finish; and dents or in the flooring caused by furniture, appliances, casters or normal foot traffic.

**Improper Environment:** Helena™ floors are not warranted against damage caused by man made 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. Helena™ 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 %), plans may shrink and or exhibit surface checking until the humidity returns to a normal level.

**Seasonal Checking:** Crack 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%. Helena 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 Shaw.

**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 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 Non standard items.

## 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. **HELENA** SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY **HELENA** 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. YOU UNDERSTAND AND AGREE THAT ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SOLELY YOUR RESPONSIBILITY AND ARE EXCLUDED AS A POTENTIAL REMEDY FOR ANY BREACH BY **HELENA** OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. 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 ARE 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. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY 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 NEW JERSEY OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW JERSEY.

