



## COMMERCIAL LIMITED WARRANTY BOEN ENGINEERED HARDWOOD FLOOR



# BOEN

THE ART OF HARDWOOD FLOORING

*A BOEN floor can transform any room into a masterpiece.  
A BOEN floor can be installed almost anywhere. Over concrete.  
Over tile and linoleum. Over conventional sub-flooring. And,  
in most cases, over OSB board or glued down over low pile  
carpeting.*

BOEN guarantees to direct purchasers that all products shall be of quantity, kind and grade as invoiced to the purchaser at the time the products leave the plant. If any of these products are proven to the satisfaction of BOEN to be defective in materials or workmanship, we will (at our discretion) make a replacement in kind or refund the price of the goods.

All other liability in respect to our products and their use, and all statutory and implied warranties (except as stated herein) are excluded from this limited warranty.

### BOEN HARDWOOD LIMITED 5 YEAR STRUCTURAL WARRANTY

All our hardwood flooring is processed using a modern gluing process where each board is manufactured under controlled high frequency pressing to ensure a complete bonding through-out each board.

If, however, the structural aspect of a board fails within the first twelve months, following installation, BOEN will at their discretion, either repair or replace the defective board free of charge. If the structure of the board fails more than twelve months after installation, BOEN will replace the defective board, exclusive of the costs of removal, re-installation or re-finishing. See Exclusions and Liability Limitations below.

### MOISTURE PROTECTION WARRANTY

BOEN floors are engineered to withstand the effects of normal moisture or arid conditions. They are constructed with a cross layered base making them very stable.

If properly installed and maintained in strict accordance with our BOEN installation instructions (see [www.boen.com](http://www.boen.com)), we warrant our floors against damage caused by normal moisture or arid conditions. Ensure that the room is kept temperate (minimum 15 °C) also after the parquet is installed and that relative humidity remains between 30 and 60 % during and after installation.

Should a BOEN floor fail under normal moisture conditions, we will, at our option, repair or replace the damaged flooring, exclusive of the costs of refinishing. See Exclusions and Liability Limitations below for normal conditions, and other exclusions and limitations.

### SURFACE FINISH 5 YEAR LIMITED WARRANTY

The finish on a BOEN residential hardwood floor consists of minimum six (6) coats of UV-cured acrylic. Each board has a low maintenance surface that is very durable.

BOEN warrants the UV-cured acrylic finish of our flooring against surface defects for a period of 5 years

from the date of original purchase, under normal in commercial conditions. If found defective at arrival on site, BOEN will at its option, refinish or replace the defective area of flooring.

This warranty extends for defects which cover at least ten percent (10%) of the surface area of the installed BOEN floor. See Exclusions and Liability Limitations below.

### RESURFACING LIMITED WARRANTY

BOEN warrants that, when used under normal commercial conditions and maintained according to our care and maintenance Instructions ([www.boen.com](http://www.boen.com)), our commercial applications flooring may be resurfaced up to two (2) times by removing the existing finish and replacing it with a new compatible finish.

Milling must be performed by persons qualified in floor finishing. No single milling/sanding should result in surface removal in excess of 1/32" (0,8mm) of the existing surface.

BOEN will in no event warrant the ability of the floor finisher to alter, remove or change coloration, remove indentations, scars or scratches. Since we have no control over the re-surfacing process once the factory finish is altered or removed, neither the surface warranty or the moisture warranty apply. Other exclusions apply, see Exclusions and Liability Limitations below.

## EXCLUSIONS

While our warranty is excellent, there are some limits to it. Any of the following conditions reduce or invalidate our warranty.

### (A) VISIBLE DEFECTS

Visible defects are those defects which are apparent on the face of the flooring. They must be noted by you or the installer and reported before installation so replacement flooring can be furnished prior to installation.

### (B) IMPROPER INSTALLATION

Improper installations done in a way that is contrary to the specifications outlined in our BOEN's Installation Instructions, can cause problems with a BOEN floor. Consequently, any floor installed not using these specifications is not covered by our warranty.

### (C) IMPROPER MAINTENANCE OR INADEQUATE CARE

Your BOEN floor requires maintenance. Please follow the instructions found on [www.boen.com](http://www.boen.com) or [www.bona.com](http://www.bona.com). We will not replace or repair a BOEN floor damaged by improper maintenance or inadequate care.

### (D) ACCIDENTS, ABUSE, OR ABNORMAL WEAR

This warranty does not cover damage resulting from accidents or abuses that stain or scratch finish, diminish gloss, or indent the surface of the wood. It also does not cover damage caused by heavy items or concentrated foot traffic, impact, scarring, denting, extreme heat, damage from moisture caused by wet mopping, spills or standing water, etc.

### (E) INDENTATIONS FROM HIGH HEELED SHOES

A high heeled shoe can concentrate as much as 2,000 pounds per square inch on a floor. Therefore, walking on any wood surface in high heeled shoes is considered abusive and any damage to our floors as a result of this is not covered under our warranty.

### (F) NORMAL ENVIRONMENTAL CONDITIONS

Our products are warranted to perform in normal commercial applications environments. Any exposure to excessive heat or moisture may cause damage to the flooring and is not covered by warranty regardless of cause or source. Damage caused by environmental conditions outside the requirements outlined in BOEN's Installation Instructions and BOEN's Care & Maintenance instructions (see [www.boen.com](http://www.boen.com)) are not covered under this warranty.

### (G) NORMAL VARIANCES

The patterns and color variations created in a living tree are like all of nature, never repeated. So remember your newly installed floor will vary from samples or pictures shown. Therefore, no warranty shall apply thereto. All wood flooring will undergo color changes due to the effects of ultraviolet rays from the sun and these changes are not covered by our warranty.

### (H) ALTERATIONS/REPAIRS

Alterations to any BOEN product will void any and all expressed or implied warranties including merchantability or fitness for particular purpose. No warranty is provided to cover repairs (unless and only to the extent performed under warranty by BOEN), or resurfacing and repairs or replacement (even if by BOEN) shall not extend warranty period. Wood is a natural product therefore we can not guarantee a match to existing stained or natural colored floors.

### (I) REINSTALLATION

If BOEN is obligated or elects to replace or reinstall warranted boards, BOEN shall in no manner be obligated to provide for or incur the costs of removing or reinstalling the defective flooring or resurfacing or refinishing the replaced or surrounding flooring or to provide for the cost thereof unless and to the extent expressly provided in the warranty description above.

No obligation to replace or repair shall extend to any sub floor materials, adhesives, supplies or other items encountered in the course of removal, installation or refinishing.

### (J) YOUR OBLIGATION TO BOEN

As the purchaser of our product you agree to follow all directions in the care and maintenance instructions (available on [www.boen.com](http://www.boen.com)). You also agree to allow BOEN a reasonable number of attempts to correct any claimed defects.

This warranty only applies to BOEN 3-ply and 2-ply prefinished hardwood flooring products and covers only such products purchased and manufactured after January 1, 2005. The warranty is not transferable and is extended only to the original consumer purchaser and for the original installations. All warranties expire upon sale, transfer or relocation of the installed product or installation location.

### LIMITATIONS OF LIABILITY

Commercial Warranty - for commercial applications involving light to normal traffic conditions. No products in industrial or commercial applications, except as stated herein, no other warranty, expressed or implied, is provided, including any warranty of fitness for a particular purpose.

No retailer, installer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to repair or replace shall in any event act to extend the period of coverage of any warranty provided.

In no event shall BOEN be liable or in any manner responsible for any claim, loss or damage arising from the purchase, use or inability to use its products or from any form of special, indirect, incidental or consequential damages, including, without limitation, lost profits, emotional, multiple, punitive or exculpatory damages (see below) or attorneys fees, even if BOEN or its representatives have been advised of the possibility of such damages before sale.

In no event shall BOEN be obligated to cover the costs of old or new materials other than BOEN brand flooring products (e.g. mastic, etc.) even if recommended

by BOEN and any warranty thereto is limited to that, if any, provided by the original manufacturer. In no event shall BOEN's liability exceed the amount BOEN actually received upon distribution for the defective materials at issue. Any claim for warranty coverage must be made within one year of the date upon which the defect first became known.

All claims must be made in writing and sufficiently documented (photos, etc.). Please note, however, that in order to make any claim under this warranty, evidence of the purchase date and the identity of the original purchaser and installation location must be provided and without such proof, no warranty coverage will apply. We strongly suggest that you keep this information together with the BOEN Installation Instructions and your receipt in a safe and secure location.

Please 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.

You have to make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring. You must also properly care for your new floor using our Care & Maintenance instructions (see [www.boen.com](http://www.boen.com)). We recommend that you only use our specially formulated floor care products to preserve your flooring. Use of floor care products other than those we have specially formulated may damage your floor and void this warranty.

We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

This warranty gives you specific legal rights and you may have other rights, which may vary, from state to state. Some states do not allow the exclusion limitation of implied warranties or incidental, consequential, emotional distress or punitive damages and in such event, the exclusions and limitations set forth above shall be deemed altered to the least extent possible to be enforceable. Accordingly, some of the above limitations may not apply to you.

BOEN Hardwood Flooring, Inc.  
16<sup>th</sup> of May, 2013