# Warranty

# HARDWOOD – 10 YEAR LIGHT COMMERCIAL LIMITED WARRANTY

The following is the 10 Year Light Commercial Hardwood Limited Warranty, issued by Shaw Industries, Inc. ("Shaw") for specific styles sold for light commercial applications. This warranty begins when the flooring is purchased. It applies only to the original end-use purchaser and is not transferable. The flooring must be installed according to product specific installation guidelines, and must be maintained in accordance with the recommended floor care and maintenance guidelines.

Installation instructions, specifications, along with product care guidelines can be obtained from your dealer or Information Center. For additional contact information, please see the bottom of this page.

## WHAT THE WARRANTY COVERS

#### Limited 10 Year Structural Warranty

Shaw warrants all first quality engineered hardwood floors, in their manufactured condition, to be free from defects in material and workmanship including milling, assembly, dimension, and grading. Shaw additionally warrants that these engineered hardwood floors, will not delaminate when properly installed and maintained according to Shaw's installation and maintenance procedures.

## Limited 10 Year Warranty for Commercial 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. Shaw will warrant under normal commercial conditions and uses 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. **Note** that this limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. Gloss reduction, fading, 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.

#### WHAT IF YOU NEED WARRANTY SERVICE

You (the original end use purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit the following in writing:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Send to <u>www.shawnow.com</u> or Shaw Industries Financial Services, P.O. Box 2128, Dalton, GA 30722. Shaw will designate a representative to inspect the carpet in question and evaluate the warranty claim.

#### WHAT SHAW WILL DO

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected product or refund the proportional purchase price for the affected area. Shaw will pay the reasonable costs for freight

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and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

#### WHAT CONDITIONS APPLY

Wood is a natural product containing natural variations in color, tone, and graining. Shaw cannot warrant against natural variations in color or any other variations, such as mineral streaks, small knots, and grain variations from plank to plank. Natural variations or gloss level between samples/models and installed flooring are excluded. 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. Gloss reduction or surface scratches in the finish are not considered surface wear and are not covered under this warranty.

## This limited warranty does not extend to or cover failure or damage resulting from the following:

squeaking, popping or crackling, damage caused by heavy weights, high heels on shoes, or concentrated loads, scratches, stains, damage from abuse or negligence, damage from pet nails, damage from excessive dryness or heat, abrasive materials on shoes or under rolling loads, fire damage, fading due to excessive lighting or direct sunlight, insect damage, damage from recoating or alterations to the finish, damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from subfloor hydrostatic pressure or other conditions that result in water or moisture being under the floor, water damage resulting from improper installation, flooding caused by natural disaster, plumbing failures, etc., moisture damage by events beyond everyday spills, including, but not limited to standing water allowed remaining on floor, appliance leaks, leaking plumbing, or any source of continuous, repetitive or long term water exposure, areas exposed to excessive or continuous, repetitive or long term topical moisture. All wood based products are hygroscopic (they will react to moisture) and as a result will expand or contract accordingly. Shaw floors are not warranted against staple or nail pullout from the subfloor.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.