

5 YEAR LIMITED COMMERCIAL WARRANTY

Mohawk is so confident in the design and durability of our laminate flooring products, that we back them with a **5** year Light/Medium Commercial Warranty¹ on 8mm and 12mm laminate products. This Warranty covers defects in material and/or workmanship which relate to joint integrity, staining, fading, and wear² through during normal use.

Joint Integrity

The Uniclic® system will not fail3.

Stain Resistance

Mohawk flooring will resist staining.

Fade Resistance

Mohawk flooring will resist fading from exposure to sunlight or artificial light^s.

Wear Resistance

Mohawk flooring wear layer will not wear through the design layer.

To qualify for any repair or replacement, you will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase.

The above mentioned warranties do not apply to:

- all food areas, such as, but not limited to, restaurants, cafeterias, bars, kitchens.
- all institutional applications, such as, but not limited to hospitals and government buildings
- heavy commercial areas, such as, but not limited to airports, lobbies, mall corridors, schools
- beauty salons, barber shops, dance halls/studios, gymnasiums
- other areas that have heavy traffic or immediate access to street traffic

THIS EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.

Implied Warranty of Fitness for a Particular Purpose

Mohawk provides detailed information in its product literature regarding appropriate applications for its laminate flooring. Failure to comply with recommended applications voids this warranty. There are no warranties extended beyond the description on the face hereof.

Implied Warranties Limited in Duration and Scope

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

General Terms and Conditions for Commercial Warranty

Mohawk flooring carries the specific warranties listed above. In addition to the requirements specified for each of those particular warranties, the following general terms and conditions also apply. If you have questions regarding the warranty information, please contact the manufacturer, distributor, retailer or our website www.mohawkflooring.com

- 1. This warranty applies only to the first owner and the first installation of the product and may not be transferred. The "first owner" is the person stated as the buyer on the purchase document(s). This warranty applies only to first quality Mohawk brand product purchases made after the edition date of these warranty conditions for the designated time period when the product is installed according to the manufacturer's recommended installation instructions.
- 2. This product warranty only applies to defects inherent to the material supplied. This means any material or production defects, acknowledged by the manufacturer. It includes the delamination or reduced resistance of the wear layer. Mohawk will repair or replace the material only, at its option. When replacement of the flooring is made, only new panels from the current product range at the time the complaint is upheld will be supplied by the distributor or retailer. There will be no other form of compensation. Mohawk is not responsible for labor charges, installation charges, or similar costs. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the laminate floor. Visibly defective panels should never be installed. Mohawk can never be held liable and is not responsible for any secondary damage or consequential damages.
- 3. The joint integrity warranty on the Uniclic® joint only applies to permanent open joints greater than 0.01 inches (0.2mm).
- 4. This warranty applies only to Mohawk brand product installed according to the manufacturer's recommended installation instructions in indoor climate controlled spaces. We recommend using the approved Performance Accessories[®] underlayments as they have been specifically designed and tested for use with our patented Uniclic[®] locking system. The use of other underlayments might cause damage to the Mohawk floor. In such cases, the warranty provided by Mohawk will be void. Proof of compliance with the installation and maintenance instructions recommended by the manufacturer must be provided if a claim is filed. These instructions are located inside 1 out of every 3 flooring cartons. If the instructions are not there, they should be requested from the manufacturer, distributor or retailer. The instructions may also be viewed at www.mohawkflooring.com. If installation is not performed by the end user, at least one copy of the installation and maintenance instructions must be provided to the end user by the installer. This warranty does not apply to Performance Accessories[™] trims. Metal, vinyl or other appropriate transitions must be used for commercial applications.
- 5. This warranty does not cover damage to the product caused by installation errors.
- 6. Gloss or sheen reduction is not surface wear, and scratching during and after installation is not covered. For commercial applications, superficial surface scratches as a result of daily use have to be accepted.
- 7. This warranty does not apply to laminate flooring that has been put to abnormal use or conditions or abused in any way. "Abnormal use or conditions" includes, but is not limited to, water damage from plumbing, storm or flood; damage from smoke, fire or other casualty events; damage caused by negligence; improper alterations of the original manufactured product. "Abuse" is any use of the flooring that is unreasonable considering the normal and expected uses of a laminate floor in a light/medium commercial environment. The damage to the product must be evident, measuring, per product unit (panel, accessory, etc.) at least 1.40 square centimeter or 0.5 square inch, and must not be the result of abusive, abnormal conditions or accidents, such as but not limited to, damage of mechanical nature, severe impact or scratches (caused by dragging objects or furniture) or cutting. The feet of furniture must always be covered with appropriate protective (felt or rubber) material. Chairs, sofas or furniture with casters must be fitted with soft rubber (not plastic or metal) wheels (suitable for hardwood flooring), or an adequate protective mat or protective caster cups must be put under this furniture.
- 8. A suitable mat or a sufficiently large transition area at the entrance door(s) must be used to prevent sand and/or dust from damaging the flooring. Gloss or sheen reduction is not surface wear and is not covered by these limited warranties.
- 9. This warranty does not apply to damage from exposure to extreme heat, dryness, water saturation or stains as a result of chemical or industrial products (other than recommended cleaning products). The floor may not be installed in damp and/or humid areas, in extremely dry areas or areas where there are extremely high temperatures (such as saunas or swimming pool areas).
- 10. This warranty excludes damage caused by water or moisture trapped beneath the floor due to improper sub-flooring or underlayment including but not limited to damage from hydrostatic pressure (water or moisture under the floor that is transmitted to the surface through exerted pressure) or other conditions that result in water or moisture being below the floor.

- 11. This warranty excludes damage caused by moisture left on the floor, overly wet cleaning and/or the use of inappropriate cleaning products. Prolonged water exposure could damage your laminate flooring.
- 12. Flooring panels or accessories must be checked carefully for material defects before and during installation and under optimal lighting conditions. Products with visible defects must not be installed under any circumstances. The distributor or retailer must be informed in writing of such defects within 15 days. After this time has elapsed, no further complaints will be accepted. Color and gloss differences resulting from material added to an existing installation at a later date and from non-warranty repairs are excluded from coverage.
- 13. Under no circumstances will Mohawk be responsible for any loss of time, inconvenience, expenses, costs or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made.
- 14. Pro Ration of Warranty Period. The 5 Year Limited Commercial warranty is pro rata over 5 years. A pro rata warranty is one that provides for a refund or credit that decreases according to a set formula as the warranty period progresses. The Mohawk original warranty value is reduced by the amount of time that you own it. When a claim is made, the value of the warranty becomes a percentage of ownership per year based upon the 5 years for the general warranty for flooring and on the integrity of the Uniclic joint. Any services provided as part of this warranty do not extend the original warranty period. If the product for which a claim is made is no longer available, the customer will be able to choose a Mohawk product of equal value from the current product range. Warranty coverage is limited to a one time floor replacement.

For service under this warranty please contact your local Spartan Representative.

Mohawk Industries Attn: Consumer Affairs PO Box 1448 Dalton, GA 30721

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1See General Terms and Conditions point 14 2See General Terms and Conditions points 1-14 3See General Terms and Conditions points 3-4 4See General Terms and Conditions points 9 5See General Terms and Conditions points 12 6See General Terms and Conditions points 6-8