

DURATruTM LIGHT COMMERCIAL LIMITED WARRANTY

LIMITED WARRANTY PERIODS 5 Years: Cascades 12C

Shaw Industries, Inc. (Shaw) warrants that first quality products which are used for Light Commercial purposes will perform properly for the stated warranty period when installed in accordance with Shaw Installation instructions and properly maintained in accordance with Shaw Maintenance procedures. The warranty period, when valid, begins on the date of the original installation. This warranty only extends to the original purchaser and is non-transferable.

This warranty is only valid for Light Commercial use.

Light Commercial use means: use in environments (which do not have heavy commercial traffic) including art galleries, banks, bookstores, boutiques, coffee shops, dry cleaners, gift shops, hotel rooms, jewelry stores, professional offices (i.e. accountants, lawyers, physicians, dentists and optometrists), photography studios. (Please note warranty exclusions with respect to caster and rolling loads due to the unusual characteristics of this type of wheel traffic.)

The intended applications include: privately owned in-house businesses to include day care centers, doctor/dentist offices and barber shops; residence bathrooms and kitchens in multi-family units. If there is a question as to the type of use that is considered "Light Commercial" please contact your SHAW representative prior to purchase and installation.

FOR THE DESIGNATED WARRANTY PERIOD WHEN INSTALLED ACCORDING TO THE SHAW INSTALLATION GUIDELINES** YOUR SHAW FLOORING WILL NOT:

- Contain manufacturing defects
- Contract, expand, curl, crack, rip, tear, or gouge from normal household use*
- Discolor from moisture
- Be affected by mold, mildew and/or alkaline
- Permanently stain from common cleaning products made for vinyl flooring.
- Permanently stain or yellow from foot traffic ***
- Permanently scuff from shoe soles

ADDITIONAL INFORMATION:

- The conditions above will be warranted as long as the flooring is properly installed and maintained according to Shaw's installation and maintenance procedures. Any of the above conditions will not be covered if caused by job site environmental conditions in new construction or renovation work.
- The installer / end user are responsible to confirm the received material is free of any obvious visible conditions that may be detrimental to the appearance and performance of the product. Inspection of material prior to installation for any imperfections or manufacturing related defect is required.
- Minor color, shade and or texture variations are normal, any variances between actual material, product samples and/or brochures should be addressed with your retailer prior to the installation. If the retailer determines the condition, "unacceptable" the manufacturer should be informed immediately.
- Support furniture with wide, weight-bearing, smooth non-staining floor protectors. The protectors should be at least one (1) inch in diameter, made of clear smooth hard plastic, and rest flat on the floor. Non-staining felt protectors are also acceptable provided they are a minimum one (1) inch in diameter.. Felt pads should be inspected and maintained with respect to the amount of foot traffic to remove

Warranty



imbedded material to avoid abrasion. Make sure any metal protectors are rust-proof. Replace narrow dome furniture rests with the appropriate width, weight-bearing flooring protectors. The heavier the item the wider the floor protector should be.

Chair pads designed for hard surface floors are required under all chairs & stools with casters.

WHAT IS NOT COVERED BY THIS WARRANTY

- Product sold by the manufacturer as other than "first quality."
- Loose lay installations of more than 25 square yards.
- IMPROPER INSTALLATION: Material installed not in accordance with SHAW recommended installation guidelines. Installation errors are not manufacturing related conditions. You should discuss them with your installer. SHAW does not warrant installer workmanship.
- SHAW will not pay labor costs to repair or replace material with visible conditions that were apparent before installation.
- Improper maintenance which results in loss of gloss or build-up of a dulling film.
- Damage resulting from neglect or misuse of strong detergents, chemicals, corrosives "including but not limited to" stains from paints, dyes, mats, fertilizers or other similar materials.
- Damage caused by moving appliances or heavy furniture without protecting the floor. (Always protect floor by using plywood or hard board runways when moving heavy objects, also when using an appliance dolly, heavy objects equipped with wheels or rollers including two and four wheel carts etc.)
- Damage resulting from accidents, casualty events, abuse or improper usage (including pet related damage). Accidents, abuse and improper usage are defined as, but are not limited to damage caused by: pets, casters***** on furniture, rotating beater bars on vacuum cleaners, steam mops, burns, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, etc., as well as, damage resulting from unprotected furniture legs.
- Damage caused by rolling loads or wheel chairs (motorized and non-motorized). (Do not allow rubber wheels to come in contact with the surface as they may permanently stain the vinyl.)
- Damage caused by appliance or plumbing leaks.
- Fading, discoloration, or other damage due to excessive temperatures or sunlight. Radiant heat must not exceed 86 ° F.
- Problems or damage due to excessive moisture or hydrostatic pressure from the subfloor including pH levels outside the SHAW installation guidelines.
- Discoloration caused by use of latex or rubber-backed floor mats. Note some synthetic backed carpets contain latex in the manufacturing process that may discolor your vinyl.
- Damage caused by remodel or construction related activities.
- Problems or damage due to excessive moisture or hydrostatic pressure from the subfloor including pH levels outside the SHAW Installation Guidelines.
- Installation of residential product in a commercial environment. SHAW recommends installation of commercially warranted product only in commercial settings.

WARRANTY REMEDY

- If your SHAW floor fails to perform as stated in the applicable Light Commercial Limited Warranty, SHAW will supply new SHAW material of the same color, design or grade if available. If unavailable or discontinued, SHAW reserves the right to select and supply similar SHAW material.
- If your floor was installed by a professional flooring contractor, SHAW will also credit back reasonable cost for the professional labor to install your replacement floor. Please note a detailed receipt is required for the cost of the original installation.



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- If SHAW authorizes repairs or replacement of a section as a result of a warranty claim, you will be
 required to clear any items placed over the affected area subsequent to the original installation. SHAW
 will not credit or reimburse cost associated with the removal of those items.
- Warranty coverage for a replacement floor will be limited to the remaining portion of the original warranty.
- SHAW will not participate in labor reimbursement after year one.
- Labor reimbursement will not be considered for installations not adhering to the SHAW installation guidelines.**

CONSEQUENTIAL OR INCIDENTAL DAMAGES

SHAW excludes and will not pay consequential or incidental damages under these limited warranties. By this we mean that SHAW will not credit or pay for any loss, expense, or damage other than to the flooring itself that may result from a manufacturing related defects in the flooring. Some examples of consequential or incidental damages are: replacement of subfloors, trim moldings, disconnecting / reconnecting appliances or fixtures as well as moving of furniture.

Note: If your floor is replaced because of discoloration or "bottom up staining", mold or mildew growth or asphalt / non-asphalt tracking, the replacement floor will not be warranted against future discoloration or staining.

How to File a Claim

The Shaw Information Center provides information about proper installation and maintenance of your Shaw flooring. If you have other questions, please feel free to write or call us.

If you think that there is a defect in your flooring that is covered by this Shaw warranty, you must notify the Shaw retailer who sold you the flooring. Your retailer will be able to file the claim with Shaw for you. If you are unable to contact your retailer or do not receive satisfaction, write:

Shaw Industries Financial Services P.O. Box 2128 Mail Drop 026-04 Dalton, GA 30722-0040

www.shawnow.com

Be sure to include a full description of the problem, photos if available, proof of purchase showing the price paid for the flooring excluding pad and labor.

How to contact the Shaw Information Center

1.800.441.7429 or www.shawfloors.com/customer-care/contact-us





Implied warranties

Please 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.

*Normal household use is defined as common daily activities in the home, excluding pets.

** The installation manual is reviewed on a regular basis, and floors must be installed according to the recommendations that are current and available at the time of installation.

*** SHAW recommends non-asphalt sealers.

**** Wear-through is defined as complete loss of the wear layer so that the printed pattern or design is altered. Gloss reduction is not considered wear and is not covered by this warranty.

***** SHAW does not recommend the use of casters on any flooring without appropriate chair pads.

Revision: 09282018