

COMMERCIAL RESILIENT 10 YEAR WARRANTY

WARRANTY OWNER:

This limited warranty, from Shaw Industries, Inc. ("Shaw"), extends only to the original end-user. Shaw warranties are non-transferable. No installer, retailer, distributor or agent, or employee of Shaw may alter the obligations or limitations of any Shaw warranty.

INSTALLATION/WORKMANSHIP:

Shaw does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Shaw commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your Shaw commercial floor must be installed correctly over a properly prepared sub-floor. Your Shaw commercial floor must regularly and properly be maintained.

TERMS:

Within One Year: If a defect covered by this warranty is reported to Shaw in writing within one year of purchase, Shaw will supply new material of the same or similar grade sufficient to repair or replace the defective material. Shaw will pay all reasonable labor costs.*

Within Two Years: If a defect covered by this warranty is reported to Shaw in writing after one year but within two years of purchase, Shaw will supply new material of the same or similar grade sufficient to repair or replace the defective material. Shaw will pay fifty percent of reasonable labor costs.*

After Two Years: If a defect covered by this warranty is reported to Shaw in writing after two years but within ten years of purchase, Shaw will supply new material of the same or similar grade sufficient to repair or replace the defective material. Shaw will not pay any labor costs. Shaw will not pay labor costs to repair or replace materials with defects that were apparent before or at the time of installation.

*reasonable labor costs shall be determined solely by Shaw.

EXCLUSIONS: The following are not covered by this warranty:

- Damage caused by improper installation and/or maintenance.
- Differences in color between products and samples or photographs.
- Problems arising from excessive moisture, alkali or water pressure from the sub-floor.
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using proper floor protectors.
- Discoloration, including but not limited to U.V. light and heat sources.
- Surface scratches, changes in shading, texture and/or gloss during use.
- Damage caused by chemically reactive material, carpet creaking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing.
- Inappropriate end-user activities.
- Construction or installation-related damage.
- Damage caused by fire, flooding or intentional abuse.

LIMITATION ON DAMAGES:

Shaw excludes and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. Shaw's sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that Shaw shall repair, at the option of Shaw, or replace the defective material. In no event, including in the case of a claim of negligence, shall Shaw be liable for incidental or consequential damages.

CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by Shaw within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to Shaw in writing prior to the actual installation. If the product is already installed, then Shaw must examine and verify the defect.

NOTE: SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR COSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW LOR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.