

## EcoWorx Resilient 1 Year Commercial Limited Warranty

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Shaw Industries, Inc. (“the Company”) warrants its EcoWorx Resilient products under this Limited Commercial Warranty in the proper fit for use indoor commercial applications. The warranty belongs to you, the original end-use purchaser, and begins when you purchase the resilient and extends for the limited warranty period stated above. The basis of any warranty related claim is the original “Company” invoice or authorized “Company” dealer.

The resilient must be installed in accordance with the Company’s installation guidelines and specifications. The product must be maintained in accordance with the Company’s maintenance (resilient care) recommendations and such maintenance (resilient care) continues throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation guidelines, specifications, and resilient care recommendations can be obtained from your dealer. For additional information, please see the bottom of this page.

### WHAT THE WARRANTY COVERS

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**Manufacturing Defects** – The Company warrants that the resilient product will be free from manufacturing defects during the period of this warranty. Manufacturing defects include delamination, core voids, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in ASTM F2199. Thickness variation is defined as thickness exceeding the thickness tolerance as defined in ASTM F386.

**Wear** – The Company warrants, during the period of the warranty, wear due to normal foot traffic will not wear through to the pattern layer of the product.

### WHAT CONDITIONS APPLY

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For jobsite and floor preparation conditions, see product specific installation guidelines.

Any moisture-related testing (i.e. relative humidity, pH, and calcium chloride) is not the responsibility of the Company and all issues related to moisture, including any resilient related issues, are excluded from this warranty. Chair floor protectors are recommended to inhibit premature wear of the surface of the resilient. Replacement resilient will come from current running-line products comparable to the warranted product.

Your warranty does not cover the following: 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 subfloor; indentation from improper loading including heavy static loads, high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors; telegraphing due to raised access floors or uneven subfloors; discoloration, surface scratches, changes in shading, texture and/or gloss during use; damage caused by chemically reactive material, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing; and/or damage due to U.V. light, thermal heat sources, or damage to the floor caused by exposure to temperatures above 100°F (38°C) or is exposed to temperatures below 55°F (13°C).

## WARRANTY LIMITATIONS

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Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.

Damage or gapping resulting from the failure to follow Shaw's installation instructions will not be covered by this warranty.

## WHAT IF YOU NEED WARRANTY SERVICE

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You, the original purchaser, will contact your authorized Company Dealer and/or Sales Representative for warranty or claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for testing when available.

Dealers/Shaw Sales Representatives will file a claim via [www.shawnow.com](http://www.shawnow.com) and submit the information you provided. A Shaw claims representative will thoroughly evaluate your claim.

Claims contact information: Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722 - 1-800-257-7429.

## WHAT WE WILL DO

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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, the Company may, at its sole option, replace the affected resilient or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for product, freight and labor for claims filed within the limited warranty period. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the commercial product, will be at the consumer's expense.

**NOTE:** The warranty is not transferable. It extends only to the original end use purchaser. Shaw Industries Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw Industries Inc. 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.