

RESILIENT WARRANTY

WARRANTY OWNER: This limited warranty extends only to the original end-user starting with all purchases made after January 1, 2014. Mohawk Group warranties are non-transferable.

DISCLAIMER OF IMPLIED WARRANTIES

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE - INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. By implied warranties we mean warranties that the law presumes to have been given by the seller even though they are not set out in writing. PLEASE NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

We continuously make technological advancements that improve product performance or installation techniques and methods. To insure you have the most recent copy of our installation instructions visit www.themohawkgroup.com or call 888-387-9881, Option 3

COLLECTION	MANUFACTURING DEFECTS WARRANTY	LIMITED COMMERCIAL WEAR WARRANTY
20 mil Glue Down LVT	2 Years	10 Years
30 mil Glue Down LVT	2 Years	20 Years
12 mil Glue Down LVT	1 Year	10 Years Light Commercial
20 mil Click or Loose Lay LVT	2 Years	10 Years
12 mil Click LVT	1 Year	6 Years
PVC-free Composite / Stonewalk II	1 Year	5 Years
TRUE Rubber Tiles / Sheet – Mediflex	2 Years	10 Years Wear, 10 Years Colorfast Warranty
SBR Rubber Tiles / Sheet – Master Step	2 Years	10 Years

MANUFACTURING DEFECTS WARRANTY

This warrants that all Mohawk Group resilient products as shown above will be free from defects in materials and workmanship for a specified period from date of invoice, provided that the warranty set forth shall apply only if such products are installed and maintained in accordance with the written instructions published by Mohawk. Such warranty shall be voided if such products are removed from the site of their original installation. Mohawk will not reimburse labor costs for owner installed flooring.

TERMS

WITHIN ONE YEAR: if a defect covered by this warranty is reported to Mohawk within one year of purchase, Mohawk will supply new material of similar color, pattern and quality to replace the defective material; Mohawk will also pay reasonable labor costs if original material was professionally installed.

WITHIN TWO YEARS: if a defect covered by this warranty is reported to Mohawk within two years of purchase, Mohawk will supply new material of similar color, pattern and quality to replace the defective material; Mohawk will also pay fifty percent of reasonable labor costs if original material was professionally installed.

LIMITED COMMERCIAL WEAR WARRANTY

This warranty applies to all purchases made after Jan 1, 2014.

The Mohawk Group warrants Resilient flooring will not wear through the wear layer from normal foot traffic for a period of time as specified in the above listed chart from the original date of invoice when properly installed and maintained in accordance with Mohawk Group's recommendations.

Mohawk Group defines “Commercial” as public space areas within commercial buildings that get exposed to heavy foot traffic. Examples: include corridors, lobbies, retail stores, restaurants, elevator cabs, etc. “Light Commercial” is defined as residential spaces within commercial buildings. Areas with less foot traffic including: hotel rooms, housing, small retail environments, spas, etc. Mohawk Group is happy to make recommendations, but ultimately the choice of which product to use is left to the end user, designer and flooring contractor. “Abrasive wear” is defined as the loss of wear layer from normal foot traffic so the pattern or design of the floor has been removed. Diminished gloss level isn’t defined as wear through. Removal of wear layer as a result of improper cleaning agents, equipment or methods or failure to properly maintain or protect resilient flooring from damage is specifically excluded from Mohawk Group wear warranties.

PRORATED TERMS

If Resilient Flooring covered by this warranty is reported to Mohawk within the specified warranty period specified in the above chart, Mohawk will supply new material of similar color, pattern and quality to replace the defective material; Mohawk will also pay reasonable labor costs if material was professionally installed.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

COVERAGE

Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER:

- i. Installers’ workmanship or failure to properly protect floor covering before, during or after installation from scratches or other trades. (Workmanship errors should be addressed to the contractor who installed the floor.)
- ii. Minor shading, color or texture between products and samples or photographs
- iii. Material installed with obvious defects. Installation is considered acceptance
- iv. Installation with adhesive other than those recommended by Mohawk
- v. Dissatisfaction, problems or damage due to installation and/or maintenance other than as recommended by Mohawk (recommended installation and maintenance instructions are available from Mohawk at Buyer’s request)
- vi. Damage due to accidents, gouges, scuffs, scratches, indentations or excessive point loads
- vii. Damage from high heels, spike heels or inappropriate chair casters or glides
- viii. Inappropriate end-users’ activities
- ix. Discoloration, including but not limited to U.V. light and heat sources. (All products except TRUE Rubber)
- x. Discoloration from underlayment panels, mold or mildew, rubber backed mats, asphalt or deicer tracking
- xi. Dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkali, or hydrostatic pressure in subfloor; or (x) “seconds,” “substandards,” “irregulars,” or “off-goods” which are sold by Mohawk strictly on an “as is” basis. If Buyer’s order is for or includes goods (“Articles”) made by another manufacturer, Buyer acknowledges that Mohawk is not the manufacturer of such Articles and therefore Mohawk makes
- xii. Failure of Click LVT in excessively wet areas like bathrooms.

NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO SUCH ARTICLES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

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 Mohawk within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to Mohawk in writing prior to the actual installation. If the product is already installed, then Mohawk must examine and verify the defect.

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