

## WALL BASE & TRANSITIONS WARRANTY

Shaw Industries (“Shaw”) conditionally warrants that sculptured and regular wall base and transitions will be free from defects caused by (i) the raw materials used in production(ii) manufacturing workmanship during production and (iii) puncture show through caused by medical gurneys and beds for a period of five (5) years.  
\*Free from manufacturing defects related to manufacturing workmanship and materials

### 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
- Discoloration, including but not limited to U.V. light and heat sources
- Surface scratches, changes in shading, texture and/or gloss during use
- Inappropriate end-user activities
- Construction or installation related damage
- Damage caused by fire, flooding or intentional abuse

### LIMITATIONS 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 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 consequential 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 or 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.