



LOCK IT + RESILIENT 10 YEAR LIGHT COMMERCIAL LIMITED WARRANTY

Shaw Industries Inc. (“Shaw”) warrants that Lock It + products when used for recommended Light Commercial purposes will perform properly for the stated warranty period when installed in accordance with Philadelphia Commercial installation instructions over approved substrates and underlayments, using the recommended adhesives and seam sealers. The warranty period, when valid, begins on the date of the original installation.

WARRANTY OWNER

This limited warranty 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.

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 Philadelphia Commercial representative prior to purchase and installation.

INSTALLATION/WORKMANSHIP

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

THIS LIMITED COMMERCIAL WARRANTY IS MADE SUBJECT TO THE FOLLOWING CONDITIONS

- The floor must be installed properly and according to Philadelphia Commercial installation guidelines.
- The flooring must be used only indoors in a dry, climate controlled area.

- The flooring must be maintained in accordance with Philadelphia Commercial care & maintenance guidelines.
- This limited warranty does not apply to damage caused by water or moisture in the subfloor or underneath the flooring, including but not limited to damage from subfloor hydrostatic pressure or other conditions that result in water or moisture being under the floor. It does cover topical moisture. As long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.) water will evaporate before passing between the planks to the subfloor or damage the planks.
- Installation of flooring that contains any manufacturing defect is not covered by this limited warranty.

EXCLUSIONS THE FOLLOWING ARE NOT COVERED BY THIS WARRANTY:

- Improper installation and/or maintenance.
- Differences in color between products and samples or photographs.
- Problems due to moisture (except for topical spills as noted above), mildew, alkaline substances, hydrostatic pressure, expansion and contraction between planks or humidity levels above or below those recommended.
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using 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 crocking, 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.

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.

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. Specifications are subject to nominal manufacturing variances. Material supply and/or manufacturing processes may necessitate changes without notice.