

# **Commercial Resilient Sheet Flooring**

## LIMITED WARRANTIES

| Warranty  | Manufacturing<br>Defects | Contract<br>& Expansion<br>Resistant | Curl-Crack-<br>Rip-Tear-Gouge<br>Resistant | Scuff<br>Resistant | Household<br>Stain Resistant | Yellowing<br>Stain Resistant | Wear<br>Resistance |
|---|--------------------------|--------------------------------------|--|--------------------|------------------------------|------------------------------|--------------------|
| Heterogeneous Signal                              | •                        | •                                    | •  | •                  | •                            | •                            | •                  |
| Homogeneous & & & & & & & & & & & & & & & & & & & | •                        | •                                    | •  | •                  | •                            | •                            | •                  |

# **Details and Definitions of Commercial Limited Warranties**

Warranties as defined below ensure that your commercial resilient sheet products will perform properly for normal commercial use (defined below) for the stated warranty period when installed in accordance with the Mohawk Group Commercial Installation Guide over approved substrates and underlayments and using the recommended adhesives and seam sealers with proper cleaning and maintenance.

**Manufacturing Defects Warranty:** Mohawk Group warrants that your floor will be free of obvious visible manufacturing defects.

**Contract & Expansion Resistant Warranty:** Mohawk Group warrants that your floor will not contract or expand, excluding areas of extreme localized temperature variations.

**Curl-Crack-Rip-Tear-Gouge Resistant Warranty:** Mohawk Group warrants that your floor will not curl, crack rip, tear or gouge from normal commercial use.

**Scuff Resistant Warranty:** Mohawk Group warrants that your floor will not permanently scuff from shoe soles.

**Common Stain Resistant Warranty:** Mohawk Group warrants that your floor will not permanently stain from common household products, excluding permanent marker, permanent dyes and finishing stains.

**Yellowing Stain Resistant Warranty** (on products with a polyurethane lacquer): Mohawk Group warrants that your floor will not permanently stain or yellow from foot traffic, including asphalt track off. \*

Wear Resistance Warranty: Mohawk Group warrants your floor will not wear through the wear layer under normal commercial conditions and proper maintenance. \*\*

- \* A floor discolored due to asphalt track off will be replaced only one time. If the replacement floor fails in the same manner, the site conditions may not be acceptable for the installation of resilient sheet
- \*\* "Wear through" is defined as: Complete loss of the wear layer so that the printed pattern or design is altered. Gloss reduction is not considered wear and is not covered by this warranty. See Commercial Care and Maintenance Guide for further details and instructions.

# General Commercial Limited Warranty Conditions and Owner Obligations

The warranties only extend to the original end user and are not transferable.

In order to maintain and protect your coverage under the terms of these warranties, it is the Owner's obligation to adhere to the following:

 Know which warranties apply to your particular resilient sheet flooring.



- Keep proof of your purchase in the form of a bill, invoice or statement from your Mohawk Group retailer/ contractor that shows the date and price you paid for the resilient sheet flooring (including labor).
- Understand that Mohawk Group warrants first quality products—which are used only for recommended commercial use—will perform properly for the stated warranty period when installed in accordance with

the Mohawk Group Commercial Resilient Sheet Installation Guide over approved substrates and underlayments and using the recommended adhesives and seam sealers. The warranty period, when valid, begins on the date of the original installation.

"Normal commercial use" is defined as use in environments that experience normal commercial traffic, such as those outlined in the Application Chart below. Applications considered "industrial" do not qualify for warranty coverage. If there is a question as to the type of use that is considered "commercial," please contact your Mohawk Group representative prior to purchase and installation.

| Light Commercial<br>Building Type | Examples of Business Type<br>Commercial Use  | Recommended Application   |  |
|-----------------------------------|--|---|--|
| HEALTHCARE                        | Hospitals, Med Clinics, Retirement<br>Centers, Doctors' Offices, Hospice,<br>Assisted Living, Professional Offices | All Non-required "Clean Room" Areas,<br>Corridors, Patient Rooms, Lobby,<br>Waiting Rooms, Cafeterias, Exam Rooms |  |
| CORPORATE                         | Offices, Banks   | Offices, Hallways, Lobby, Reception Areas,<br>Bathrooms, Break Rooms,<br>Conference Rooms                         |  |
| RETAIL                            | Main Street, Boutiques, Chain Retail Stores,<br>Grocery Stores   | Dressing Rooms, Corridors, Restrooms, Entire<br>Store (excluding Commercial Kitchens)                             |  |
| MULTI-FAMILY HOUSING              | Apartments, Condos, Military Housing   | Any Room in these segments will be suitable, including common areas *   |  |
| HOSPITALITY                       | Hotel, Motel, Restaurants, Fast Food,<br>Theme Parks   | Guest Rooms, Corridors, Lobby,<br>Restrooms, Hallways, Changing Rooms   |  |
| EDUCATION                         | Daycare, Preschool, Elementary and Secondary<br>Learning, Universities, Libraries                                  | Corridors, Dorms, Common Areas, Cafeterias,<br>Classrooms, Auditoriums, Libraries, Restrooms                      |  |

<sup>\*</sup> Products are recommended for use in commercial settings in multi-family housing, including main corridors, lobbies, facility hallways, break rooms, offices, etc., and installed in accordance with Mohawk Group Commercial Resilient Sheet Installation Guide.



- Use Mohawk Group recommended adhesives and seam sealers when installing resilient sheet flooring, including Total Bond, Mohawk M95.0 Permanent Adhesive for Resilient Sheet, Mohawk MS160 Spray Adhesive and Infuze Seam Sealer.
- Ensure resilient sheet flooring is installed in an environment that maintains a temperature range between 65° to 85° Fahrenheit (18° and 29° Celsius) 24 hours before, during and after installation.
- 6. Inspect flooring material prior to installation for any imperfections or manufacturing related defects. Mohawk Group floorings receive extensive testing and visual examination in an attempt to assure your shipped floor is always first quality. It is the responsibility of the installer/end user to confirm the received material is free of any obvious visible conditions that may be detrimental to the appearance and/or performance of the product.
  - Minor color, shade and/or texture variations are normal. Any variances between actual material, product samples and/or brochures should be addressed with the manufacturer prior to installation.

Support furniture with wide, weight-bearing, smooth non-staining plastic floor protectors or non-staining felt pads. The protectors/pads should be at least one inch in diameter and rest flat on the floor. The heavier the item, the wider the floor protector should be. Non-staining felt pads should be inspected periodically and maintained with respect to the amount of foot traffic to remove embedded material to avoid abrasion.

 Perform proper cleaning and maintenance regularly and as needed. See Commercial Care and Maintenance Guide for details.

#### What is NOT covered by this warranty

- Product sold by the manufacturer as other than "first quality."
- Improper Installation: Material installed not in accordance with Mohawk Group Commercial Resilient Sheet Installation Guide, including any and all problems caused by the use of non- recommended adhesive or seam sealer, underlayment and/or preparation of the

- substrate, is not warranted. Installation errors are not manufacturing-related conditions. Mohawk Group does not warrant installer workmanship.
- Mohawk Group will not pay for labor costs to repair or replace material with visible conditions that were apparent before installation.
- 4. Improper maintenance that results in loss of gloss or buildup of a dulling film.
- Damage resulting from neglect or misuse of strong detergents, chemicals or corrosives, including but not limited to stains from paints, dyes, mats, fertilizers or other similar materials.
- 6. Damage caused by moving appliances or heavy furniture or equipment without protecting the floor. (Always protect floor by using plywood or hardboard runways when moving heavy objects, and also when using an appliance dolly or heavy objects equipped with wheels or rollers, including two- or four-wheel carts, etc.).
- 7. Damage resulting from accidents, casualty events, abuse or improper usage (including pet- related damage, such as chewing, digging, clawing, etc.). Accidents, abuse and improper usage are defined as but are not limited to damage caused by: casters on furniture, rotating beater bars on vacuum cleaners, burns, cuts, impact from heavy and sharp objects, narrow or spike heels, cleats, etc., as well as damage resulting from unprotected furniture legs.
- 8. Damage caused by appliance or plumbing leaks.
- Fading, discoloration or other damage due to excessive temperatures or sunlight. Radiant heat must not exceed 85° F (29° C) and be approved by the manufacturer for the use of their product with resilient sheet flooring applications.



- 10. Problems or damage due to excessive moisture or hydrostatic pressure from the subfloor including pH levels outside the Mohawk Group Commercial Installation Guide.\*
- 11. Discoloration caused by use of latex or rubber-backed floor mats. NOTE that some synthetic backed carpets contain latex in the manufacturing process that may discolor your resilient sheet. Always use mats marked as "non-staining."
- 12. Damage caused by remodel- or construction-related activities.
- 13. Discoloration caused by wheeled traffic. Mohawk Group does not recommend the use of casters on commercial resilient sheet flooring without appropriate chair pads.
- 14. Discoloration caused by rubber pads, rubber wheels, rubber tires, rubber rollers, automotive tires, etc.
- 15. Flooring installed on stairs is excluded from warranty coverage.
- 16. Installation of Residential products that are not approved for Commercial settings. Mohawk Group recommends installation of only commercially warranted products in commercial settings. If there is a question as to which products qualify as "Residential", "Light Commercial" or "Commercial", contact your Mohawk Group representative or call the Technical Services Department at 888-833-6954.
- \* The installation manual is reviewed on a regular basis, and floors must be installed according to the recommendations that are current and available at the time of installation.

#### **Warranty Remedy**

If your Mohawk Group floor fails to perform as stated in this warranty brochure, Mohawk Group will determine whether to repair the defective area or supply new Mohawk Group material of the same color, design or grade if available. If the same product is unavailable or discontinued, Mohawk Group reserves the right to select and supply similar Mohawk Group material. Mohawk Group reserves the right to have a Certified Inspector determine unknown causes.

- If Mohawk Group authorizes repairs or replacement of a section as a result of a warranty claim, you will be required to clear any items placed over the affected area subsequent to the original installation. Mohawk Group will not credit or reimburse cost associated with the removal of those items.
- 2. Mohawk Group will reimburse reasonable labor costs (up to 100%) based on a detailed statement if professional installation was paid for when the original floor was installed for years 1 and 2. For years 3 through 5, 50% of reasonable labor costs will be reimbursed if professional installation was paid for when the original floor was installed. After 5 years, there will be no reimbursement for labor charges.
- Labor reimbursement will not be considered for installations not adhering to the Mohawk Group Commercial Resilient Sheet Installation Guidelines.
- 4. Warranty coverage for a replacement floor will be limited to the remaining portion of the original warranty.

## **Consequential or Incidental Damages**

MOHAWK GROUP SHALL NOT BE LIABLE FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS WARRANTY. THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES, WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR USE ARE EXCLUDED. Some states do not permit exclusion or limitation of incidental or consequential damages, so the exclusion or limitation may not apply to you. The limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Except for these rights, the remedies provided under these warranties state the entire limit of Mohawk Group responsibilities.



## **Mohawk Group Commercial Limited Warranty Proration**

The following prorated schedule applies to material value for all Mohawk Group Commercial Warranty resilient sheet flooring.

|               |          | Material Proration   | Labor Reimbursement Proration<br>(Reasonable Labor Costs)        |  |
|---------------|----------|--|--|--|
| Heterogeneous | 10 Years | 1st Year 100% 6th Year 70% 2nd Year 100% 7th Year 50% 3rd Year 100% 8th Year 30% 4th Year 100% 9th Year 15% 5th Year 90% 10th Year 10% | 1st Year up to 100%<br>2nd Year up to 100%<br>3rd Year up to 50% |  |
| Homogeneous   | 20 Years | 1st Year 100% 2nd Year 100% 3rd-10th Year 100% 11th-15th Year 50% 16th-20th Year 25%   | 4th Year up to 50%<br>5th Year up to 50%<br>6th+ Year 0%         |  |

#### How to File a Claim

If you find a defect or other matter covered by any of the limited warranties described previously, promptly notify the retailer who sold you the floor covering material. The retailer will review and if necessary file a claim with Mohawk Group and help you answer any questions you may have.

After a warranty claim is properly filed, Mohawk's service coordinator will designate a representative to evaluate the warranty claim. This warranty is conditioned upon your reasonable cooperation with Mohawk Group and its service coordinator and representative in the evaluation of your warranty claim and the implementation of any remedy.

#### What You'll Need

Proof of your purchase in the form of a bill, invoice or statement from your Mohawk Group retailer that shows the date and price you paid for the vinyl flooring (including labor).

Mohawk Group Attention: After Sales Services Mohawk Commercial Group 160 S Industrial Blvd Calhoun, GA 30701