



# Engineered Hardwood

## LIGHT COMMERCIAL WARRANTY

### I. Limited Warranties

**MANUFACTURING DEFECTS:** Mohawk Carpet Distribution, L.P., and successors or assigns ("Mohawk"), hereby warrants to the original buyer ("Buyer") the prefinished solid and engineered wood floors for light commercial use ("Mohawk Wood Floors") to be free from manufacturing defects for a period of Five Years from the date of purchase.

Hardwood is a natural product and may have naturally occurring variations in grain and color, mineral streaks and knots. The owner/installer of a Mohawk Wood Floor must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes prior to installation.

**FINISH WARRANTY:** Mohawk hereby warrants to the Buyer that the factory-applied finish of the Mohawk Wood Floor will not wear through and will not lack finish-adhesion as a result of normal use for a period of Five Years from the date of purchase. Diminished gloss is not considered wear-through of the finish. In the event the finish wears through or releases from the Mohawk Wood Floor, Mohawk will, at its option, repair or replace the affected planks or area, prorated over the remaining life of this warranty.

This warranty is conditioned upon Mohawk's receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period and evidence that the Mohawk Wood Floor is not subject to any of the limitations described below.

**STRUCTURE WARRANTY (Exclusively for Prefinished Engineered Floors):** Mohawk hereby warrants to the Buyer of "Mohawk" engineered and wood flooring products that, under normal use, the plies will not separate for a period of Five Years from the date of purchase. Mohawk will, at its option, repair or replace any defective planks showing separation during this warranty period.

#### Jobsite Conditions

Mohawk recommends that all Mohawk Wood Flooring be acclimated before installation. The purpose of acclimation is to allow the moisture content of the wood to adjust to normal

living conditions at the site. These are the temperature and humidity conditions that will typically be experienced once the structure is occupied.

The room temperature must be within the range of 60 - 80°F, with relative humidity in a range of 35 - 60%. These environmental conditions are specified as pre-installation requirements and should be maintained for the life of the product. Environmental conditions consistently outside of these parameters could result in product performance problems that would not be covered under these warranties.

### II. Limitations

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

1. Installers' workmanship (Workmanship errors should be addressed to the contractor who installed the floor).
2. Installation issues associated with substrate imperfections and excessive moisture or pH levels where corrective measure have not taken place.
3. Failure of the flooring to adhere due to moisture, alkaline, or hydrostatic pressure from the substrate.
4. Minor shading, color or texture between products and samples or photographs.
5. Material installed with obvious defects. Installation is considered acceptance.
6. Staining due to mold, mildew or bacterial growth.
7. Damage due to indentations from improper loading or use beyond that which flooring is designed.
8. Dissatisfaction, problems or damage due to installation, maintenance, and/or inappropriate activities by the enduser other than as recommended by Mohawk Group (recommended installation and maintenance instructions are available from Mohawk Group at Buyer's request).



9. "Seconds," "sub standards," "irregulars," or "off goods" which are sold by such manufacturer strictly on an "as is" basis. Warranties for defective or dimensionally unstable floor covering, damage caused by expansion joints or other structural areas substrates, and underlayment lie with the manufacturer of those products and not with Mohawk.

### III. Remedy and Limitation of Liability

If the Buyer has properly followed all of the Buyer's obligations included in this Limited Warranty and Mohawk determines that a valid warranty claim has occurred within the specified warranty period, Buyer's exclusive remedy shall be limited, at Mohawk's election, to either:

1. The repair or replacement of the defective Mohawk Engineered Hardwood flooring for the affected area only.  
  
OR
2. The refund of the applicable purchase price.

If Mohawk determines to repair or replace the defective Mohawk Engineered Hardwood for the affected area, Mohawk will pay for equivalent floor covering and adhesive materials and for reasonable labor costs to repair or replace the failed portion of the installation as determined at the sole discretion of Mohawk. Mohawk will supply new Mohawk Engineered Hardwood of the same style, color and grade, if available. If such a Mohawk Engineered Hardwood is unavailable or discontinued, Mohawk reserves the right to supply Mohawk Engineered Hardwood of similar value and appearance.

MOHAWK HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOHAWK HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE MOHAWK ENGINEERED HARDWOOD. MOHAWK EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### IV. Claims

If you find a defect or other matter covered by any of the limited warranties described previously, promptly notify the dealer who sold you the floor covering material. The dealer will review and, if necessary, file a claim with Mohawk and help you answer any questions you may have. You must provide the original proof of purchase with a warranty claim submission and written documentation of substrate moisture and pH testing. After a warranty claim is properly filed, Mohawk will evaluate the warranty claim. You agree to allow Mohawk an opportunity to inspect any claimed defects prior to any removal or repair.

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