Commercial Resilient Under Bed Warranty

LVT, HOMOGENEOUS RESILIENT TILE, + PVC HETEROGENEOUS AND PVC HOMOGENEOUS SHEET

I. ITEMS UNDER WARRANTY

Manufacturing Defects Warranty –

Mohawk Under Bed Warranty, Mohawk Carpet Distribution, Inc. d/b/a Mohawk Group ("Mohawk") warrants to Mohawk's original buyer ("Buyer") that Mohawk adhesives will not delaminate or release the Mohawk LVT (Dry back only), Homogeneous Resilient Tile, or PVC Homogeneous and PVC Heterogeneous Sheet when used for specified commercial and residential applications under beds subjected to heavy rolling loads with properly selected and utilized rolling hospital bed wheels and wheel chairs. See chart below for time period covered from the date of installation.

The Mohawk Commercial Resilient flooring must be installed in accordance with the Mohawk's then current Commercial Resilient Installation Guide over approved substrates and underlayments and using the recommended adhesives and seam sealers with proper cleaning and maintenance.

Product/Period(Years)				
Adhesive	LVT	HRT	Heterogeneous Sheet	Homogeneous Sheet
M95.0	10	N/A	10	10
Simply Spray	10	N/A	10	20
Total Bond	10	25	N/A	20
FlexPress	10	25	10	20

II. LIMITATIONS - THIS WARRANTY DOES NOT COVER

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 end-user 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 Heterogeneous, PVC Homogeneous Sheet, Mohawk LVT (Dry back only), or Homogeneous Resilient Tile 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 Commercial Heterogeneous, PVC Homogeneous Sheet Flooring, Mohawk LVT (Dry back only), or Homogeneous

Resilient Tile 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 a new Mohawk Commercial Heterogeneous, PVC Homogeneous Sheet Flooring, Mohawk LVT (Dry back only), or Homogeneous Resilient Tile of the same style, color, and grade, if available. If such a Mohawk Commercial Resilient Flooring is unavailable or discontinued, Mohawk reserves the right to supply a Mohawk Commercial Resilient Flooring of similar value and appearance. MOHAWK HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDED 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 COMMERCIAL PVC HETEROGENEOUS OR PVC HOMOGENEOUS SHEET FLOORING, HOMOGENEOUS RESILIENT TILE FLOORING, AND MOHAWK LVT(DRY BACK ONLY). 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.

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

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