

# TILE 1-YEAR LIMITED WARRANTY

Please keep these important papers regarding your flooring on hand for future reference:

- This warranty
- Original receipt

Retaining these documents ensures that you'll have all the necessary paperwork handy in the unlikely event of a warranty claim.

If you have any questions regarding your product warranty, contact 888-387-9881.

## **Mohawk Tile 1-Year Limited Warranty**

Mohawk provides this limited warranty on this product as set forth herein. The warranties herein are limited in nature and, as such, are subject to exceptions, limitations, and time periods as detailed herein. This warranty is a legal document and sets out the sole obligations of Mohawk, so please be sure to read this warranty in full. No person, party, or entity is authorized to modify or extend the warranty without express permission of Mohawk. The limited warranty gives you specific legal rights and contains the entire scope of Mohawk's responsibilities, and you may also have other rights, which vary from state to state.

Mohawk warrants that manufactured products will be free from defect for a period of one year from date of home closure between the builder and first owner. "Defect" is defined as a shortfall in the product to perform to Mohawk specifications as disclosed in product literature, within industry-allowable tolerances as set forth in standard, national industry protocols. THIS ONE-YEAR EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. This warranty is not transferable between parties. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Only hidden defects (those not reasonably visible before or during the installation of the product) are subject to this Warranty. No warranty is offered nor is any obligation owed for defects or issues visible before or during installation. This warranty is limited to products purchased 24 months prior to the warranty expiration date.

Tile is subject to variation in technical specifications, including DCOF (dynamic coefficient of friction), due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Tile containing abrasives has a rough surface, creating cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to ensure contaminants are removed promptly. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. Mohawk does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Mohawk does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Product samples are representative only. Express color match warranties are only extended to actual product samples.

### Other Mohawk Warranties

#### IMPLIED WARRANTIES LIMITED IN DURATION AND SCOPE

EXCEPT THOSE STATED IN THIS LIMITED WARRANTY, MOHAWK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTY APPLICABLE TO THE PRODUCT SALE, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY OR THE MAXIMUM STATUTORY PERIOD, WHICHEVER IS LESS. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY DURATION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MOHAWK PROVIDES DETAILED INFORMATION IN ITS PRODUCT LITERATURE WITH REGARD TO APPROPRIATE TILE AND STONE APPLICATIONS. IN THESE SPECIFIED APPLICATIONS, MOHAWK LIMITS THE DURATION OF THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE TO ONE YEAR OR THE MAXIMUM STATUTORY PERIOD PRESCRIBED BY LAW, WHICHEVER IS LESS.

#### FAILURE TO COMPLY WITH RECOMMENDED APPLICATIONS VOIDS THIS WARRANTY.

Natural stone products are mined and cut from natural formations. Because these products are not subject to a manufacturing process, quality warranties are limited to the specified representations in product literature and guidelines established by the Marble Institute of America. Mohawk does not warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances in stone products.



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### Remedy Limitation and Disclaimer

If a defect in materials or workmanship is discovered within the one-year period, Mohawk will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. To fulfil this Warranty, Manufacturer may arrange a credit to your retailer, dealer, or distributor equal to the replacement amount owed pursuant to this Warranty. The credit applies only toward the purchase of new Manufacturer product. Manufacturer has no obligation to offer cash or other compensation. Buyer's remedy is limited to replacement or repair of the defective product. No consequential (*including, but not limited to, lost profits*) or incidental damages are recoverable. Mohawk disclaims all express warranties not contained in this limited express warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Mohawk immediately (888-387-9881).

**CA PROP 65 WARNING:** Tile and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS by contacting Mohawk.

## Filing a Claim

- The original purchaser must notify a Mohawk Sales Service Center or an authorized representative in writing within 30 days of the occurrence of any defect.
- 2. After notification, Mohawk or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Mohawk or an authorized representative.
- Upon determination that the product defect claim is valid, Mohawk will notify the purchaser in writing. Mohawk reserves the right to repair, replace, or refund the originally purchased product, at its sole discretion.

#### **Contact Information**

For further information or questions regarding these limited warranties, please contact:

- 888-387-9881
- Mohawk\_tech@mohawkind.com