



Limited Commercial Warranty

HOMOGENEOUS VINYL TILE

This limited commercial warranty extends only to the original purchaser of Mohawk Group* homogeneous vinyl tile (HVT) product for use in indoor commercial installations. This warranty is effective starting with all products with purchases made on or after October 8th, 2021.

Provided the designated product has been properly installed and maintained in the specified commercial location in strict accordance with Mohawk Group's instructions and procedures and subject to the limitations set forth herein, including the specifications and manufacturing tolerances established for the product, Mohawk Group warrants to the original Owner, the following :

I. ITEMS UNDER WARRANTY

Manufacturing Defects Warranty – Limited Lifetime

Mohawk Group warrants HVT products will be free from defects in material and workmanship for the normal useful life of the product.

Limited Wear Warranty - 25 Years From Purchase

Mohawk Group HVT is warranted not to wear through for 25 years without the use of wax or glaze assuming average & typical foot traffic.

II. LIMITATIONS - THIS WARRANTY DOES NOT COVER

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

1. Installers' workmanship or failure to properly acclimate or prepare or protect floor covering. (Workmanship errors should be addressed to the contractor who installed the floor. These warranties do not cover flooring product that has not been professionally installed.)
2. Failure to protect the floor covering before, during

or after installation from scratches or damage from other trades;

3. Minor shading, color or texture between products and samples or photographs;
4. Material installed with obvious defects or chip concentration. Installation is considered acceptance;
5. Damage caused by adhesives other than those recommended by Mohawk;
6. Dissatisfaction, problems, shading, checkerboarding or damage to the extent caused by installation and/or no or improper initial maintenance other than as recommended by Mohawk;
7. Damage due to accidents, gouges, scuffs, scratches, indentations or excessive point loads;
8. Inappropriate end-users' activities or excessive usage outside normal traffic or loads;
9. Discoloration due to UV light and/or heat sources;
10. Discoloration from underlayment panels, mold, mildew, rubber-backed mats, asphalt or deicer tracking;
11. Dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkalinity, or hydrostatic pressure in subfloor;
12. "Seconds," substandards," "irregulars," or "offgoods" which are sold by Mohawk strictly on an "as-is" basis.
If Buyer's order is for or includes goods ("Articles") made by another manufacturer, Buyer acknowledges that Mohawk is not the manufacturer of such Articles and therefore Mohawk makes no warranties for third-party product;
13. Diminished gloss level, which is not defined as wear through;
14. Damage to product that has been re-installed in a second location;

III. OWNER OBLIGATIONS

1. Ownership is defined as the original purchaser of the flooring; original proof of purchase may be required



for a claim; this warranty is non- transferrable.

2. The original Owner must submit notice of all claims under this warranty to Mohawk Group within a reasonable time after discovery of the alleged defect and within the specified warranty period. All claims not made in writing and received by Mohawk within the time period specified above shall be deemed waived.
3. Claims must be submitted to www.mohawknet.com, or by email or phone at aftersalescommercial@mohawkind.com or 1-800-622-6228.
4. Mohawk reserves the right to require physical access to damaged floor for visual inspection and/or request images of the defective flooring; If Mohawk Group determines that product is to be replaced or repaired under the terms of this warranty, all areas must be free of all equipment, furnishings, partitions, and the like at the Owner's expense.

IV. WARRANTY REMEDIES

1. After receipt of proper, written notice of the claim, Mohawk Group may designate a representative to inspect the product with the Owner's representative.
2. Subject to the above warranty limitations and Owner's obligations, Mohawk Group shall, at its sole discretion, repair or replace the affected product or refund the proportional purchase price for the affected area.
3. Any replacement will be made with a comparable product selected by Mohawk Group from the current Mohawk Group running line. Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By way of example and not limitation, Mohawk will not be responsible for damages arising from the interruption of use of the spaces affected or expenses in removing furniture or equipment from the affected area.
4. The remedies provided in connection with this limited warranty are expressly in lieu of any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, WHICH ARE EXPRESSLY DISCLAIMED. This warranty supersedes any additional or inconsistent warranty(ies) provided by the dealer or any other third party. No modification of this warranty shall be effective unless in writing and signed by an authorized representative of Mohawk Group.

5. **Please Note:** Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply in some situations. This warranty provides the Owner specific legal rights, and the Owner may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limit of Mohawk Group responsibilities.

V. MEDIATION/ARBITRATION

1. If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty, or breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia, and in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
3. The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.

We continuously make technological advancements that improve product performance or installation techniques and methods. To ensure you have the most recent copy of our installation and care instructions, visit www.mohawkgroup.com/resources or call Mohawk Group Technical Services at 800-833-6954.