

RevWood Contract

LIMITED WARRANTY

This limited commercial warranty extends only to the original purchaser of Mohawk Group* RevWood Contract product for use in indoor commercial installations. This will be effective starting with all products with purchases made on or after June 25th, 2021.

Provided the designated flooring has been properly installed and maintained in the specified light 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:

10-Year Limited Light Commercial Warranty

For RevWood Contract Mohawk Group defines "Light Commercial" as smaller retail environments, spas, small owner-occupied work offices, etc., living areas within multi-family housing, or student housing.

25-Year Limited Guestroom Warranty

For RevWood Contract Mohawk Group defines "Guestroom" as residential spaces within commercial buildings with very light foot traffic such as hotel guest rooms, excluding any common areas.

I. ITEMS UNDER WARRANTY

Joint Integrity: The Uniclic® System will not fail. The joint integrity warranty on the Uniclic® joint only applies to permanent open joints greater than 0.01 inches (0.2mm).

Stain: RevWood Contract will resist staining.

Fade: RevWood Contract will resist fading from exposure to sunlight or artificial light.

Wear: RevWood Contract wear layer will not wear through the design layer. **"Wear"** is defined as completely wearing through the RevWood Contract aluminum oxide finish and wear layer, and exposing the print layer, provided the products are being maintained according to the recommended Mohawk Group care and maintenance instructions in an approved application.

If the product covered by this limited warranty is reported to Mohawk Group within the specified period, Mohawk Group will replace the defective product with a comparable running line material of similar color, pattern and quality; Mohawk Group will also pay reasonable labor costs for one-time replacement of the worn material on the following schedule:

- Year 1: 100% material and reasonable labor costs;
- Year 2: 100% material and 50% of reasonable labor costs;
- **Years 3-10,** 100% material only;
- **Years 11-15,** 50% material only;
- Years 16-25, 25% material only.

II. LIMITATIONS - THIS WARRANTY DOES NOT COVER

This warranty does not apply if one or more of the following conditions exist:

- Product Installed in the following types of applications:
- all food areas, such as, but not limited to, restaurants, cafeterias, bars, kitchens;
- all institutional applications, such as, but not limited to hospitals and government buildings;
- heavy commercial areas, such as, but not limited to airports, lobbies, mall corridors, schools;
- beauty salons, barber shops, dance halls/studios, gymnasiums;
- excessively wet areas such as bathrooms;
- other areas that have heavy traffic or immediate access to street traffic;



- 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.);
- 3. Failure to protect the floor covering before, during or after installation from scratches or other trades;
- 4. Minor shading, color or texture differences between products and samples or photographs;
- 5. Material installed with obvious defects. Installation is considered acceptance;
- Dissatisfaction, problems or damage to the extent caused by installation and/or maintenance other than as recommended by Mohawk;
- Damage due to accidents, gouges, scuffs, scratches, indentations or excessive point loads;
- 8. Damage from high heels, spike heels and other athletic footwear or inappropriate chair casters or glides. The feet of furniture must always be covered with appropriate protective (felt or rubber) material. Chairs, sofas or furniture with casters must be fitted with soft rubber (not plastic or metal) wheels (suitable for hardwood flooring), or an adequate protective mat or protective caster cups must be put under this furniture;
- Inappropriate end-users' activities or excessive usage outside normal traffic or loads;
- Damage due to exposure to extreme heat, dryness, water saturation or stains as a result of chemical or industrial products (other than recommended cleaning products);
- Discoloration from underlayment panels, mold, mildew, rubber-backed mats, asphalt or deicer tracking;
- Dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkalinity, or hydrostatic pressure in subfloor;
- 13. "Seconds," "substandards," "irregulars," or "off-goods" 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;
- 14. Diminished gloss level, which is not defined as wear through. A suitable mat or sufficiently large transition area at the entrance door(s) must be used to prevent sand and/or dust from damaging the flooring;
- 15. Removal of wear layer as a result of improper cleaning agents, equipment or methods or failure to properly maintain or protect flooring from damage is specifically excluded from Mohawk Group wear warranties;
- Damage to product that has been re-installed in a second location;
- 17. Failure of product in excessively wet and high moisture areas (such as bathrooms) or in areas without continuous climate control:
- **18.** RevWood Contract flooring that has been put to "abnormal use or conditions" or abused in any way.
- 19. "Abnormal use or conditions" includes, but is not limited to, water damage from plumbing, storm or flood; damage from smoke, fire or other casualty events; damage caused by negligence; improper alterations of the original manufactured product. "Abuse" is any use of the flooring that is unreasonable considering the normal and expected uses of a RevWood Contract floor in a light/medium commercial environment. The damage to the product must be evident, measuring, per product unit (panel, accessory, etc.) at least 1.40 square centimeter or 0.5 square inch, and must not be the result of abusive, abnormal conditions or accidents, such as but not limited to, damage of mechanical nature, severe impact or scratches (caused by dragging objects or furniture) or cutting.

III. OWNER OBLIGATIONS

- Ownership is defined as the original purchaser of the floor; original proof of purchase may be required for a claim; this warranty is nontransferrable.
- The original Owner must submit notice of all claims under this warranty to Mohawk Group within fifteen (15) days after purchaser discovers 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.

- 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 flooring 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

- After receipt of proper written notice of the claim, Mohawk Group may designate a representative to inspect the flooring 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 flooring 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.

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.

*Mohawk Group is a division of Mohawk Carpet Distribution, Inc.