



## LIMITED RESIDENTIAL HARDWOOD FLOORING WARRANTY

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This Limited Warranty is provided by Shaw Industries, Inc. (Shaw) and begins when the flooring is purchased. The flooring must be installed in accordance with the installation guidelines and specifications. The flooring must be maintained in accordance with the floor care and maintenance recommendations and such maintenance continues throughout the duration of the original installation.

The Limited Warranty is further limited to original purchaser of the flooring. Warranty related claims apply to the original Shaw invoice, or authorized Shaw dealer invoice.

Installation guidelines and specifications along with floor care recommendations can be obtained from your dealer. For additional contact information, please see the bottom of this page.

### LIMITED WARRANTIES

#### Terms of Lifetime Limited Warranties:

Within One Year: Claims on defects of this product as covered by this warranty that are reported in writing within one year of purchase, Shaw at our option, will cover reasonable cost to repair the affected area to conform to warranty. If repair is not practical, the Company may, at its sole option, replace the affected area. The Company will pay the reasonable costs for freight and labor. Any additional costs incurred will be at the consumer's expense.

- **After Year One - Up to Year Five:** Claims on defects of this product, as covered by this warranty, that are reported in writing after one year but within five years of purchase, Shaw at our option, will cover reasonable cost to repair the affected area to conform to warranty. If repair is not practical, the Company may, at its sole option, replace the affected area. Shaw will pay 50% of reasonable labor costs. Any additional costs incurred will be at the consumer's expense.
- **After Year Five - Up to Year Ten:** Claims on defects of this product, as covered by this warranty, that are reported in writing after five years but within ten years of purchase, Shaw at our option, will provide the sufficient replacement amount of the product to repair the affected area to conform to warranty. If repair is not practical, the Company may, at its sole option, replace the affected area. Labor costs are not included. Any additional costs incurred will be at the consumer's expense.
- **After Ten years:** Claims on defects of this product, as covered by this warranty, that are reported in writing after ten years of purchase, Shaw will provide the sufficient replacement amount of the product to repair the defective area of floor. Labor costs are not included. Any additional costs incurred will be at the consumer's expense.

#### WHO IS COVERED UNDER THESE LIMITED WARRANTIES?

These limited warranties apply to you only if you:

(1) are the original consumer purchaser of any Shaw hardwood floor; (2) have paid in full for your hardwood floor, and (3) have purchased the hardwood floor for your own personal residential use and not for resale. These warranties ARE NOT transferable or assignable and they DO NOT apply to nonresidential, rental, or commercial purchases/ installations. If professionally installed, Shaw will pay the reasonable labor costs as described in the tiered labor scale contained within "Terms of Lifetime Limited Warranty" to perform the replacement or repair during the first five (5) years from the date of the original purchase. In the event that the style installed in the home is no longer available, Shaw will authorize your dealer to replace the affected floor with another style of equal value. The above described remedy is the purchaser's sole and exclusive remedy for claim under this limited warranty.

#### LIMITED LIFETIME STRUCTURAL WARRANTY

Shaw warrants all first quality engineered hardwood floors, in their manufactured condition, to be free from defect in material and workmanship including milling, assembly, dimension, and grading. Shaw additionally warrants that these engineered hardwood floors, will not delaminate when properly installed and maintained according to Shaw's installation and maintenance procedures. In the event that the plies should delaminate due to glue bond failure, Shaw will, at our option, either: (1) repair the defective plank(s); (2) replace the defective plank(s). This warranty is a limited lifetime warranty for all first quality Shaw engineered products. Solid products are excluded.

#### LIMITED LIFETIME WARRANTY FOR RESIDENTIAL FINISH WEAR

Our factory applied finishes make hardwood floor installations fast and easy. Every plank is ready to install right out

of the carton. There is no need for sanding or staining. With our UV-cured finish you gain the assurance of superior durability and wear ability. Shaw will warrant under normal residential conditions and uses, and providing that Shaw's maintenance guidelines are strictly followed, that the finish will not wear through or peel off of the hardwood flooring during the length of the warranty of the product you purchase. Consult your retail salesperson or the Shaw Information Center 800- 441-7429 if you have questions about the length of your warranty. In the event that the finish wears through or peels off of the hardwood flooring, Shaw will, at our option, either: (1) replace the affected plank(s); (2) recoat the affected area. NOTE that this limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. NOTE: Gloss Reduction, Scratches and Dents in the finish are not considered surface wear and are not covered under this warranty. Please note that Maple, Pine and Birch floors require extra care. Maple and Birch are inherently smooth wood and will show scratches and dents more readily than Oak or Pecan. You should consider these factors when making your flooring selection.

**SPECIAL NOTE: WARRANTY LIMITATIONS (APPLIES TO ALL WARRANTIES UNDER WHICH SHAW IS OR MAY BE OBLIGATED).** Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when using floating installation methods or staple-down or nail-down installation methods. Noise from any source is not warranted. In addition, Shaw floors are not warranted against staple or nail pullout from the subfloor.

### WARRANTY EXCLUSIONS

- Wood is a natural product containing natural variations in color, tone, and graining. Shaw cannot warrant against natural variations in color or any other variations, such as mineral streaks, small knots, and grain variations from plank to plank. Nor can we warrant against natural variations or gloss level between samples/models and installed flooring. Any sample or model shown or used by your seller is for demonstrative purposes only, and such sample or model DOES NOT create a warranty of any kind that the goods you purchased shall conform thereto. Any warranties based on any such sample or models are specifically disclaimed.
- Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the flooring product itself.
- Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
- Flooring that is installed outdoors.
- This Limited Residential Warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowners insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.
- Improper Installation: The floor must be installed according to Shaw's installation guidelines. Detailed installation instructions are included in cartons of Shaw hardwood flooring. Damage caused by improper storage, handling, or installation methods is not covered by these warranties. Improper preparation of, or deficiencies in, the subfloor/floor joist assembly, including but not limited to excessive floor deflection, uneven or irregular subfloor surface (particularly at joints) or voids in the subfloor, are not covered under these warranties. Check to be certain that the subfloor is within structural and manufacturing requirements.
- Improper Care and Maintenance: The floor must be maintained according to Shaw's installation and Care & maintenance guidelines. Damage caused by improper maintenance is not covered by these warranties. Wet or damp mopping your floor with water or other substances are not covered by this limited warranty. Water damage resulting from improper installation or flooding caused by natural disaster, plumbing failures, etc. are not warranted. This limited warranty does not apply to moisture damage by events beyond everyday household spills, including, but not limited to: flooding, standing water allowed remaining on floor, appliance leaks, leaking plumbing, or any source of continuous, repetitive or long term water exposure. This limited warranty does not apply to damage caused by subfloor moisture. Any moisture or water coming from underneath the floor is not covered under warranty. Defects or failures of other manufacturers' products at the subfloor assembly, including but not limited to subfloor material, fasteners, patching compound, adhesives, and other floor coverings are not covered by these limited warranties.
- Damage caused to your hardwood flooring by other manufacturers' products is not covered by this warranty. Other items not covered under the limited warranties include construction traffic, abuse to the surface of the flooring; use of non-recommended nailers, staplers, or adhesives; end gapping due to mastic memory or improper seating of planks during installation; squeaking, popping or crackling by any cause. (Popping sounds caused by depressions in the subfloor ARE NOT covered under these limited warranties.). Noise from any source is not warranted. Damage to the flooring such as dents, scratches, or dulling of the finish is NOT covered. Cabinets and other built-in appliances should be installed PRIOR to the installation of the hardwood flooring. They should NOT be installed on top of floating hardwood flooring. Pre-finished hardwood floors should be installed at the same time as carpets and AFTER finishing the walls to prevent damage from paint, dry wall dust, wallpaper adhesives, and other materials. Failure to follow proper care & maintenance practices will void this warranty.
- Improper Environment: Shaw floors are not warranted against damage caused by manmade or natural disasters, including but not limited to leaking or broken plumbing, landscape watering/irrigation, fire, flood, earthquake, insect infestation, or standing water during or after construction. Shaw also does not warrant against: (1) moisture infiltration from side walls, through the subfloor or from any source; (2) normal wearing of the finish in high traffic areas, pivot points and seating areas; or (3) other extraordinary circumstances such as extreme low humidity (below 35%). In extreme low humidity conditions (below 35%), planks may shrink and or exhibit surface checking and or gapping. Flooring subjected to extremely low (below 35%) or extremely high (above 55%) relative humidity conditions can cause permanent damage to flooring. Failure to maintain a proper ambient environment will void this warranty.
- Seasonal Checking: Cracks or checks in the surface of planks due to low humidity, excessively high humidity, or dramatic fluctuations in humidity are inherent in all wood products and may affect your floor's finish. Checking is not covered under these Limited Warranties. In certain arid low RH regions or environments, the use of a humidification system may be necessary to maintain proper RH control (35% - 55%). Failure to maintain a proper ambient environment will void this warranty.

- Recoating and Finish Alterations: Alterations to the finish or non- factory applied finishes (finishes applied by the owner or installer), including but not limited to refinishing or recoating, are NOT part of the Limited Warranty for residential finish wear stated above and therefore are NOT warranted by Shaw.
- Natural Sunlight: The sun and its UV rays cause the aging of wood and therefore can cause the stain and/or wood to fade and/or change color. This includes any showroom sample/models; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties. Use drapes or shades to help block out most of the sun's harmful rays. Samples or models in the showroom may also fade, making an exact match to new flooring impossible. Custom finishing and staining of interior millwork and/or cabinets should be done from the actual floor to be installed, not a showroom sample, if a color and/or gloss match is desired.
- Radiant Heat: Select Shaw brand engineered products are approved over radiant heated subfloors provided that the floors are installed in strict accordance with the Shaw installation guidelines pertaining to radiant heated subfloors. The products approved for use over radiant heat MUST be designated as radiant heat approved within the specifications section on the actual Shaw sample board. Products without this logo are NOT recommended for use over radiant heat and are NOT warranted for this application.

## WARRANTY PROCESS

Product determined to have any possible defect by the person doing the installation should be returned to your dealer for inspection and possible replacement PRIOR TO INSTALLATION. All questions of product quality are to be addressed prior to installation.

## WHAT YOU SHOULD DO IF ANY OF THE ABOVE LISTED PROBLEMS OCCUR AND YOU NEED WARRANTY SERVICE:

During the warranty period, should you have any problems with your Shaw floor, please contact the authorized Shaw Hardwood Flooring dealer who sold the product within 30 days from the date the problem occurs. NOTE that these dealers are not authorized to make any decisions regarding warranty coverage or any remedies thereunder; they are merely the means through which you should report any problems to Shaw. NOTE ALSO that Shaw must be given a reasonable opportunity to inspect the floor prior to the determination of any coverage or remedy issue, which should be no less than thirty (30) days after you report the problem. You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- Proof of Purchase - A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- Problem Description, Photos, & Samples - A detailed description of the problem, a photograph and a sample that clearly shows the warranty problem. If possible, include a photo of the box label.

Send to: [www.shawnow.com](http://www.shawnow.com) or Shaw Industries – Financial Services, P.O. Box 2128, Dalton, GA 30722

## Shaw's Curative Actions/Remedies

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. IF YOU ARE FOUND TO BE ENTITLED TO COVERAGE UNDER ANY WARRANTY, EXPRESSED OR IMPLIED, IN ADDITION TO THOSE SPECIFICALLY LISTED ABOVE, AND YOU CAN PROVE THAT SHAW BREACHED SUCH WARRANTY, THEN YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROVEN BREACH IS EITHER (AT THE OPTION OF SHAW): (1) REPAIR THE DEFECTIVE PLANK(S); (2) REPLACEMENT OF THE DEFECTIVE PLANK(S). IF THE REMEDY SHAW INITIALLY SELECTS IS FOUND TO FAIL IN ITS ESSENTIAL PURPOSE, THEN ANY FURTHER REMEDY TO WHICH YOU MAY BE ENTITLED IS SOLELY AND EXCLUSIVELY LIMITED TO ONE OF THE REMAINING REMEDIES (OF THE TWO OPTIONS, DESCRIBED ABOVE IN THE LIMITED WARRANTIES), WHICH SHALL BE CHOSEN BY SHAW.

## Warranty Disclaimers

ANY WARRANTIES ARISING OUT OF THIS SALE IN ADDITION TO THE ABOVE LIMITED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY FOR RESIDENTIAL FINISH WEAR DESCRIBED ABOVE. THE REMEDIES AS DESCRIBED IN THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY BREACH BY SHAW OF THE EXPRESSED AND IMPLIED WARRANTIES ARISING FROM THIS SALE. THESE WARRANTIES EXCLUDE CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLPAPER, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF THE FLOORING. SOME STATES DO NOT ALLOW LIMITATIONS ON THE AVAILABLE REMEDIES, OR THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT



## WARRANTY

WARRANTIES AND IS NOT A PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE HARDWOOD FLOORS. ANY AND ALL WARRANTIES, EXCEPT THOSE LIMITED WARRANTIES PROVIDED HEREIN, ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND ANY APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA. ANY ACTION BROUGHT SEEKING THE RESOLUTION OF ANY CONTROVERSY ARISING OUT OF OR RELATING TO ANY WARRANTIES REFERENCED HEREIN SHALL BE BROUGHT IN THE COURTS OF THE STATE OF GEORGIA OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA.