

# **RESILIENT WITH EXOGUARD +** LIFETIME COMMERCIAL LIMITED WARRANTY

Exoguard + is a high performance luxury vinyl tile (LVT). The following is the Lifetime Commercial Limited Warranty issued by Shaw Industries, Inc ("Shaw") for our Exoguard + LVT resilient product when used in commercial applications.

This Lifetime Commercial Limited Warranty begins when the resilient is purchased. The resilient must be installed in accordance with Philadelphia Commercial installation guidelines and specifications. The resilient must be maintained in accordance with Philadelphia Commercial maintenance (resilient care) recommendations and such maintenance (resilient care) continues throughout the duration of the original installation.

This Lifetime Limited Warranty is further limited to the useful life of the product and the period of time the resilient is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Philadelphia Commercial dealer invoice.

Installation guidelines, specifications along with resilient care recommendations can be obtained from your dealer or from Philadelphia Commercial Technical Services at 1.800.241.4692 or on-line at the Philadelphia Commercial web site at www.philadelphia.commercial.com.

# WHAT THE WARRANTY COVERS

Manufacturing Defects - Shaw warrants that the resilient product will be free from manufacturing defects during the period of this warranty.

# WHAT IF YOU NEED WARRANTY SERVICE

You (the original purchaser) should notify the authorized Shaw Dealer and/or your sales representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: <u>www.shawnow.com</u> or Shaw Industries - Financial Services, P.O. Box 26-01, Dalton, GA 30722. Shaw will designate a representative to inspect the carpet in question and evaluate the warranty claim.

# WHAT SHAW WILL DO

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected resilient or refund the proportional purchase price for the affected area. Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings,

partitions and the like, that were installed over the Insert brand commercial product, will be at the consumer's expense.

# WHAT CONDITIONS APPLY

This warranty does not cover the following:

- Damage caused by improper installation and/or maintenance
- Differences in color between products and samples or photographs
- Problems arising from excessive moisture, alkali or water pressure from the sub floor
- Indentation from improper loading including heavy static loads, high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors
- Discoloration, including but not limited to U.V. light and heat sources
- Surface scratches, changes in shading, texture and/or gloss during use.
- Damage caused by chemically reactive material, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing.
- Damage due to thermal heat sources

Any moisture related testing (i.e. calcium chloride, relative humidity and pH) is not the responsibility of Shaw Industries and all issues related to moisture, including any resilient related issues, are excluded from this warranty.

NOTE: Relative Humidity results per ASTM F-2170 of 90% or less. PH of concrete sub-floor must be between 7&10.

NOTE: Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the resilient. Replacement resilient will come only from current running-line products comparable to the warranted product.

NOTE: The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

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