

Warranty

SHAW HOSPITALITY GROUP ENGINEERED HARDWOOD

The following styles are covered by the Shaw Hospitality Group's limited commercial warranty for hardwood flooring:

HH001 Natural Simplicity 3 ¼"

HH002 Natural Simplicity 5"

HH003 Botanist

HH004 Echo Valley

HH005 Woodlander

HH006 All in the Details

HH008 At Your Leisure

HH009 Well Shaded

HH010 Drawing Board

HH011/HH012/HH013 Good Natured

HH015 Making a Point

HH016 Out and About

HH017/HH018/HH019 Floor Show

HH021 A Little Flattery

HH022 Instant Impact

HH023 Modern Instincts

HH024 Smooth Operator

or industrial floors) and such applications are not covered under this warranty.

Register the Job Site

Please let us know the exact location and the precise date of the installation so that we can include them in our records.

Obligations Under Warranty

Shaw's sole obligation under this limited commercial warranty is to either: (1) provide flooring planks to replace the actual planks that failed to meet the applicable warranty (the "defective planks") or (2) refund the purchase price (as described below) if Shaw determines that it is not commercially practical to provide replacement planks. Shaw shall have the sole authority to select replacement flooring products. Shaw shall not be responsible for any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products. The term "refund of the purchase price" shall mean the amount that the purchaser paid for the defective planks (as either established by the purchaser's original invoice or by Shaw using its standard pricing tables in lieu of an original invoice) prorated over the remaining life of the term of applicable limited warranty. Shaw makes no warranty other than the warranties described in this document and assumes no responsibility beyond providing replacement flooring or refund of the purchase price sufficient to satisfy the warranty claim.

LIMITED COMMERCIAL WARRANTY

The warranties described apply to the original purchaser only and are subject to the Procedures, Limitations, Exclusions, and Disclaimers as set forth herein. These limited warranties are not transferable or assignable. The warranties are applicable to "First Quality" Shaw approved products only.

LIMITED WOOD WEAR LAYER WARRANTY

10-Year Limited Wear Layer Warranty Shaw warrants to the original purchaser only that Shaw floors will not wear through the top of the veneer within 10 years. Wear is defined as at least 0.1-inch surface wear-through over at least 5% of the area of the total floor installation for a project. Additionally, Shaw warrants the structural integrity of the floor against delamination of the top ply of veneer for a ten (10) year period.

LIMITED FINISH WEAR WARRANTY

10-Year Limited Finish Wear Warranty

The products finish is warranted to the original purchaser for ten (10)-years against wear-through from the time of purchase. Finish wear-through is defined as 100% finish removal over at least 3% of the area of a total floor installation for a project. NOTE Gloss reduction or surface scratches in the finish are not considered surface wear and are not covered under this warranty. Dull finish can be corrected with spot or overall recoating care systems. Shaw floors are not recommended for applications such as areas of intense or extremely heavy foot or vehicular traffic, (e.g. department store aisles or airport terminals

WARRANTY EXCLUSIONS

Wood is a natural product containing natural variations in color, tone, and graining. Shaw does not warrant against natural variations in color, mineral streaks, small knots, and grain variations from plank to plank. Nor does Shaw warrant against natural variations, color, gloss level, or u.v. discoloration between samples/ models and installed flooring. Any sample or model 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. The warranties for these flooring products shall be void under the following circumstances:

Improper Installation — Installation must be in accordance with the current Shaw installation instructions included in the cartons of material or the warranty is voided. This includes the use of

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A.F.B. Engineered Wood Flooring Adhesive™ or A.F.B. Urethane Adhesive™ and requirements and specifications for all flooring substrates contained in the installation instructions. In addition Shaw is not responsible for material installed with visible defects. Damage caused by improper storage, handling, or installation methods invalidates these warranties.

Improper Maintenance — Failure to maintain the flooring products in accordance with a commercial floor care system approved by Shaw will void the warranty. Damage to the flooring such as dents, scratches, or dulling of the finish (loss of gloss) are **NOT** covered. Wet or damp-mopping the floor with water or other substances will also invalidate these limited warranties. In addition, the following are **NOT** covered under these limited warranties: use of hardwood cleaning machines, auto scrubbers; use of non-recommended maintenance and floor-care products including but not limited to oil soaps, liquid or paste wax products, or other commercial cleaners that contain acrylic; neglect or abuse including but not limited to taking proper precaution to protect furniture legs and feet with protective pads to reduce scratches and dents; not using dollies and protective plywood when moving heavy objects, furniture, or appliances.

Improper Environment — Shaw floors are not warranted against damage caused by man made 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 or normal wearing of the finish in high traffic areas, pivot points and seating areas; or other extraordinary circumstances such as extreme low humidity (below 35% for an extended period of time). In extreme low humidity conditions (below 35%), planks may shrink and or exhibit surface checking until the humidity returns to a normal level. 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; therefore, fading or discoloration due to exposure to sunlight and its UV rays are not covered by these warranties.

WARRANTY DISCLAIMERS

THE ABOVE TERMS AND CONDITIONS OF EACH LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR THESE WARRANTIES. SHAW SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SHAW SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR BY ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO REMOVAL OR DAMAGE TO MOLDINGS, CABINETS, BUILT-IN APPLIANCES, CARPETING, DRYWALL, WALLCOVERINGS, PAINT, AND ALL RELOCATION COSTS ASSOCIATED WITH ANY REPAIR OR REPLACEMENT OF ANY FLOORING PRODUCTS. THE REMEDIES AS MORE FULLY DESCRIBED IN ABOVE LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH BY SHAW HARDWOOD FLOORING OF ANY EXPRESSED AND/OR IMPLIED WARRANTIES THAT MAY PERTAIN TO THE FLOORING PRODUCTS. UNLESS A STATEMENT MADE IN THIS DOCUMENT IS SPECIFICALLY IDENTIFIED AS A WARRANTY, ANY OTHER STATEMENTS MADE HEREIN, OR BY YOUR SELLER, ARE NOT WARRANTIES AND ARE NOT PART OF THE BASIS OF THE BARGAIN FOR THE SALE OF THE FLOORING PRODUCTS. THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA 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 SOUTH CAROLINA OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA.