

## Residential Limited Lifetime Warranty

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Mohawk provides this limited lifetime warranty to ensure that your Mohawk ForeverStyle tile floor sold by Lowe's will perform properly and without defect when installed in accordance with installation instructions and maintained with proper care under normal residential use. Defect is defined as a shortfall in the product to perform to Mohawk specifications, within industry allowable tolerances as set forth in the American National Standard Specifications ANSI A 137.1-2017 for wear resistance, crazing, chemical resistance, breaking strength, and warpage. The product will be stain proof meaning the product will resist staining under normal household conditions in accordance with ASTM C1378. The product will also be waterproof when proper installation methods are followed. Failure to comply with recommended applications voids this warranty.

### **THIS EXPRESS LIFETIME LIMITED WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.**

This Residential Limited Lifetime Warranty is limited to the original purchaser of the products. In newly constructed single-family residences where the products have been installed, the warranty is available to the original owner and resident. This limited lifetime warranty is non-transferable.

### Implied Warranty of Fitness for a Particular Purpose

This warranty is in place of all other warranties, express or implied. Mohawk expressly disclaims any other warranties including statutory warranties and warranties of fitness for a particular purpose or merchantability.

### Implied Warranties Limited in Duration and Scope

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

### Exclusions

All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this warranty.

This warranty only covers product sold by the Mohawk as "first quality". Mohawk does not warrant installer workmanship. Mohawk shall not be responsible for claims from installation; lippage between tiles; cracks in tiles; loss of bond to substrate, tile or membrane due to excessive tile deformation such as or resulting from a lack of improperly-placed perimeter and/or movement joints. The waterproof warranty applies to the tile product itself and does not extend to damage of the subfloor or adhesives; it does not cover moisture or water coming from below /underneath the product and it does not cover flooding or intentional damage or misuse.

Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. This warranty does not apply to product that has been subject to abnormal use or conditions or abused in any way. "Abnormal use or conditions" includes, but is not limited to, damage from plumbing or appliance leaks, storm or flood; cracking due to structural movement; stains as a result of chemicals, corrosives, or industrial products (other than recommended cleaning products); sharp objects; 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 in a residential environment. The feet of furniture must always be covered with appropriate protective material. This warranty does not cover improper maintenance that results in loss of gloss or buildup of a dulling film.

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### Exclusions (continued)

Local building codes may dictate minimum performance specifications. Mohawk does not warrant product installations that violate building codes.

Product samples or images are representative only and may not be an exact match to supplied materials. Supplied materials may have slight differences in color, shade, and/or surface appearance. Any variances between actual material and product samples/brochures should be addressed with your retailer prior to installation.

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### Remedy Limitation and Disclaimer

If a defect in materials is discovered within the limited warranty period, Mohawk, in its discretion, will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer's remedy is limited to replacement or repair of the defective product. Mohawk is not responsible for labor costs. For the Lifetime Limited Warranty, the warranty period is considered 30 years. Any services provided as part of this warranty do not extend the original warranty period. If the product for which a claim is made is no longer available, the customer will be able to choose a product of equal value from the current product range.

No consequential (including, but not limited to, lost profits) or incidental damages are recoverable. By this we mean that Mohawk will not credit or pay for any loss, expense or damage other than to the tile itself that may result from a manufacturing related defect in the tile. Some examples of consequential or incidental damages are: replacement of subfloors, trim moldings, disconnecting/reconnecting appliances as well as moving of furniture. Mohawk disclaims all express or implied warranties not contained in this limited express warranty as allowed by law.

No person has authority to make representations other than those in this writing. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Mohawk immediately (1-800-933-TILE).

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### To Make A Claim

1. The original purchaser must notify a Lowe's or an authorized representative within 30 days of the discovery of any defect. Proof of your purchase in the form of a bill, invoice or statement from Lowe's that shows the date and price you paid for the ForeverStyles product.
2. After notification, Mohawk or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Mohawk or an authorized representative.
3. Upon determination that the product defect claim is valid, Mohawk will notify the purchaser in writing. Mohawk reserves the right to repair, replace or refund the originally-purchased product, at its sole discretion.

## Mohawk ForeverStyle Disclaimer

All tile is tough. But WEARGUARD™ makes this tile 3X more durable than ordinary tile.\*

\* Information is based on results from a comparison study using a proprietary, intensive wear test procedure. "Ordinary tile" represents the performance of 27 randomly selected tiles available in the market. The study compared the wear performance of ordinary tile against tile made with WearGuard.™