

LIMITED LIFETIME RESIDENTIAL FLOORING WARRANTY - LOWES SMARTCORE PRO

This Limited Lifetime Warranty is provided by Shaw Industries, Inc. (Shaw) and begins when the flooring is purchased. Lifetime is defined as the useful life of the product. USFloors is a selling brand of Shaw Industries, Inc. 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 Limited Lifetime 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 will arrange a credit based on the original purchase of the product or replace the product. Reasonable labor costs are included.
- **Between Year One–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 will arrange a credit based on the original purchase of the product or replace the product. Shaw will pay 50% of reasonable labor costs.
- **Between Year Five–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 will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.
- **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.

WHO IS COVERED UNDER THESE LIMITED WARRANTIES?

These limited warranties apply to you only if you: (1) are the original consumer purchaser of Smartcore PRO floor; (2) have paid in full for your floor, and (3) have purchased the 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 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 floors, in their manufactured condition, to be free from defect in material and workmanship including milling, assembly, and dimension. Shaw additionally warrants that these floors will not delaminate when properly installed and maintained according to Shaw's installation and maintenance procedures.

Shaw reserves the right to repair any floor and/or to use its own source to obtain an installer for replacement flooring. If Shaw repairs or replaces a floor as a result of a warranty claim, it is the customer's responsibility to be clear, at their own expense, any items placed over the affected areas subsequent to the original installation. In the event that Shaw repairs a floor, this warranty shall remain in effect with respect to such floor.

LIMITED LIFETIME WARRANTY FOR RESIDENTIAL FINISH WEAR

Every plank is ready to install right out of the carton. With our 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 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.

NOTE: This limited warranty extends only for defects that cover at least 10% of the surface area of the installed flooring. Also, Gloss Reduction, Scratches and Dents in the finish are not considered surface wear and are not covered under this warranty.

LIMITED WATERPROOF WARRANTY

Shaw warrants that for the stated warranty period from the date of original purchase, your Shaw product will not swell, cup, or crack due to:

- Normal cleaning practices (see Care and Maintenance document for additional information)
- Moisture due to everyday household spills (see Care and Maintenance document for additional information)
- Moisture from subfloor when exposed to such conditions.

All sources of subfloor moisture should be remedied prior to installation. This warranty covers topical moisture as long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.)

While moisture will not affect the product's integrity, it is possible that, when excessive moisture accumulates in buildings, subfloors, or on building materials, mold (and/or) mildew growth can occur (particularly if the moisture problem remains undiscovered or unaddressed).

WARRANTY EXCLUSIONS

Shaw does not 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.

1. Damage to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the flooring product itself.
2. Damage resulting from mold & mildew growth due to prolonged exposure to moisture.
3. Flooring that is installed outdoors.
4. Darker, solid colors naturally show more scratches and dirt and require more maintenance. We cannot warrant the product against such claims.
5. We will not accept shading claims for an overall white floor with touching white planks or tiles.
6. Damage caused by fire, flood, moisture intrusion caused by emissions from subfloor, intentional abuse, damage caused by vacuum cleaner beater bar, indentations or damage caused by improper rolling loads, chairs or other furniture not using proper floor protectors or caster wheels, and cutting from sharp objects, asphalt staining and staining from rubber mats, surface scratches, changes in color or sheen appearance when exposed to a natural light source, exterior application or loss due to inconvenience, loss of time, incidental expenses or consequential damages.
7. Minor shading, color or texture differences between samples and delivered product.
8. This Lifetime Limited Waterproof 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.
9. Improper Installation: The floor must be installed according to Shaw's installation guidelines.
10. 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.
11. Improper Care and Maintenance: The floor must be maintained according to Shaw's installation guidelines.
12. Cabinets and other built-in appliances should be installed PRIOR to the installation of the Smartcore PRO flooring. They should NOT be installed on top of floating Smartcore PRO flooring. 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.
13. Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible.

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 Flooring dealer who sold the product within 30 days from the date the problem occurs.

NOTE: 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: 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:

1. Proof of Purchase - A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
2. 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. To: 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 TO REMOVAL OR DAMAGE TO 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 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.