Limited Warranties for Prefinished Solid and Engineered Floors

MANUFACTURING DEFECTS: Mohawk Carpet Distribution, L.P., and successors or assigns (“Mohawk”), hereby warrants to the original buyer (“Buyer”) the prefinished solid and engineered wood floors for light commercial use (“Mohawk Wood Floors”) to be free from manufacturing defects for a period of Five Years from the date of purchase.

Hardwood is a natural product and may have naturally occurring variations in grain and color, mineral streaks and knots. The owner/installer of a Mohawk Wood Floor must use reasonable selectivity and hold out or cut off objectionable naturally occurring blemishes prior to installation.

FINISH WARRANTY: Mohawk hereby warrants to the Buyer that the factory-applied finish of the Mohawk Wood Floor will not wear through and will not lack finish-adhesion as a result of normal use for a period of Five Years from the date of purchase. Diminished gloss is not considered wear-through of the finish. In the event the finish wears through or releases from the Mohawk Wood Floor, Mohawk will, at its option, repair or replace the affected planks or area, prorated over the remaining life of this warranty.

This warranty is conditioned upon Mohawk’s receipt of notice in writing from the Buyer of the alleged defect prior to expiration of the limited warranty period and evidence that the Mohawk Wood Floor is not subject to any of the limitations described below.

STRUCTURE WARRANTY (Exclusively for Prefinished Engineered Floors): Mohawk hereby warrants to the Buyer of Mohawk engineered and wood flooring products that, under normal use, the plies will not separate for a period of Five Years from the date of purchase. Mohawk will, at its option, repair or replace any defective planks showing separation during this warranty period.

Jobsite Conditions

Mohawk recommends that all Mohawk Wood Flooring be acclimated before installation. The purpose of acclimation is to allow the moisture content of the wood to adjust to “normal living conditions” at the site. These are the temperature and humidity conditions that will typically be experienced once the structure is occupied.

The room temperature must be within the range of 60 – 80°F, with relative humidity in a range of 35 – 60%. These environmental conditions are specified as pre-installation requirements and should be maintained for the life of the product. Environmental conditions consistently outside of these parameters could result in product performance problems that would not be covered under these warranties.

Limitations of Liability

In the event Mohawk determines that one or more of the above warranties apply to a claim by Buyer, Buyer’s exclusive remedy and Mohawk’s sole liability on any claim, whether in tort, contract, or breach of warranty, shall be limited to either (1) the repair or replacement of the defective Mohawk Wood Floor for the affected area only, or (2) the refund of the applicable purchase price. MOHAWK HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDED ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE. IN NO EVENT SHALL MOHAWK HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF THE MOHAWK WOOD FLOOR. MOHAWK EXPRESSLY EXCLUDES AND SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

If Mohawk shall elect to repair or replace the Mohawk Wood Floor which has proven defective, then Mohawk will supply a new Mohawk Wood Floor of the same color and grade, if available. If such a Mohawk Wood Floor is unavailable or discontinued, Mohawk reserves the right to supply a Mohawk Wood Floor of similar value and appearance.

These limited warranties do not apply to Cabin grade or other downgraded or discontinued Mohawk Wood Floors and any such product(s) are sold “as is.” Any and all representations, promises, warranties or statements by Mohawk or its agents that differ in any manner from the terms of these limited warranties shall be of no force or effect unless in writing, signed by a duly authorized officer of Mohawk.

Any of the Following Shall Void and Invalidate the Above Limited Warranties:

VISIBLE DEFECTS: Boards with visible defects must not be installed. Visible defects are those defects which are apparent on the face of the flooring. Boards with visible defects must be noted by the installer and reported before installation so that replacement flooring can be furnished before installation.

BUILDING SETTLING OR UNEVEN SUBFLOOR: Building settling or uneven subfloors are considered to be part of the pre-installation inspection process. Do not install the Mohawk Wood Floor if these situations exist. Mohawk’s limited warranties do not cover damage or defects caused by settling or uneven subfloors.

IMPROPER INSTALLATION: Mohawk Wood Floors must be installed in strict accordance with Mohawk’s written installation instructions. Improper installation done in a way that is contrary to Mohawk’s written installation instructions can cause problems with a Mohawk Wood Floor. Mohawk’s limited warranties do not cover damage or defects caused by improper installation.

IMPROPER MAINTENANCE OR INADEQUATE CARE: Your Mohawk floor requires maintenance. Mohawk Wood Floors must be maintained in accordance with Mohawk’s written maintenance instructions. These limited warranties do not cover damage or defects caused by improper maintenance or inadequate care.

REFINISHING: While the factory finish of the Mohawk Wood Floor may be refinished, doing so will void the Finish warranty.

ACCIDENTS, ABUSE, OR ABNORMAL WEAR: Mohawk does not warrant for damage or defects resulting from accidents, abuses or abnormal usage which stain or scratch the finish, diminish gloss or indent the surface of the Mohawk Wood Floor. Mohawk’s limited warranties also do not cover damage or defects caused by heavy or concentrated foot traffic, damage by pet claws (nails) or failure to protect the Mohawk Wood Floor from sand, gravel or other abrasives by use of walk-off mats.

INDENTATIONS FROM HIGH HEELS ON SHOES: A high heel can concentrate as much as 2,000 pounds per square inch on the floor. This type of heel has a diameter of approximately 3/8”, and walking on a wood surface with high heels is considered an abusive situation. Mohawk’s limited warranties do not cover damage or defects caused by high heels, shoes in need of repair, or golf cleats.

PROBLEMS WITH MOISTURE OR DRYNESS: Mohawk’s limited warranties do not cover damage or defects caused by wetting or the presence of excessive moisture, or
by conditions which are too dry. Flooding, acts of God, plumbing accidents and leaking appliances (icemakers, dishwashers, clothes washers, etc.) are not covered by this warranty. See Mohawk’s written installation instructions for more details.

EXCESSIVE LIGHTING: Mohawk’s limited warranties do not cover damage or defects, including, but not limited to, color change caused by excessive sunlight or intense lighting. Excessive sunlight or intense lighting can cause color changes in the finished product. Window treatments will usually provide adequate protection against excessive sunlight or intense lighting. Additionally, due to the effects of excessive sunlight or intense lighting, new and/or replacement Mohawk Wood Floors may not match display samples and/or existing flooring.

DIFFERENCES IN SAMPLES: Mohawk’s limited warranties do not cover the differences that can be seen between color samples and color of installed floors. Please approve the color of the actual Mohawk Wood Floor prior to installation.

RADIANT HEATING: Solid hardwood is not warranted of use with radiant heating systems. Engineered hardwoods may be used with radiant heating systems provided they are installed in compliance with the Mohawk’s written installation instructions.

TRANSFERABILITY: These warranties apply only to the original Buyer and to the Mohawk Wood Floor in its original installation. These warranties are not transferable.

Your Obligation to Mohawk

As the Buyer of our Mohawk Wood Floor, you agree to follow all instruction, care and maintenance directions as related to the Mohawk Wood Floor.

You also agree to allow Mohawk an opportunity to repair any claimed defects. Mohawk must be given the opportunity to inspect the flooring installation prior to any removal or repair that will be submitted for warranty coverage. The original proof of purchase must be supplied along with a warranty claim submission.

How to File a Claim

If you find a defect or other matter covered by any of the limited warranties described previously, promptly notify the retailer who sold you the floor covering material. The retailer will review and if necessary file a claim with Mohawk Group and help you answer any questions you may have.

After a warranty claim is properly filed, Mohawk’s service coordinator will designate a representative to evaluate the warranty claim. This warranty is conditioned upon your reasonable cooperation with Mohawk Group and its service coordinator and representative in the evaluation of your warranty claim and the implementation of any remedy.

What You’ll Need

Proof of your purchase in the form of a bill, invoice or statement from your Mohawk Group retailer that shows the date and price you paid for the hardwood flooring (including labor).