

**WARRANTY OWNER:**

This warranty extends only to the original end-user. ProDesign Tapis Confort warranties are non-transferable. No installer, retailer, distributor or agent, or employee of Shaw may alter the obligations or limitations of any ProDesign Tapis Confort warranty.

Products Covered	Manufacturing Defects Warranty	Limited Wear Warranty	Under Bed Warranty
NATURELIFE/BIO LIFE	10 years	10 years	5 years
SHAW DECO STONE/ WOOD	10 years	10 years	5 years
REXCOURT	10 years	10 years	N/A
ALL OTHER FLOORING STATIC PULSE, ETC	5 years	N/A	N/A

INSTALLATION/WORKMANSHIP:

ProDesign Tapis Confort does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your ProDesign Tapis Confort commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. Your ProDesign Tapis Confort commercial floor must be installed correctly over a properly prepared sub-floor. Your ProDesign Tapis Confort commercial floor must regularly and properly be maintained.

TERMS:

- Within One Year: If a defect covered by this warranty is reported to ProDesign Tapis Confort in writing within one year of purchase, ProDesign Tapis Confort will supply new material of the same or similar grade sufficient to repair or replace the defective material. ProDesign Tapis Confort will pay all reasonable labor costs.*
- Within Two Years: If a defect covered by this warranty is reported to Shaw in writing after one year but within two years of purchase, ProDesign Tapis Confort will supply new material of the same or similar grade sufficient to repair or replace the defective material. ProDesign Tapis Confort will pay fifty percent of reasonable labor costs.*
- After Two Years: If a defect covered by this warranty is reported to ProDesign Tapis Confort in writing after two years but within ten years of purchase, ProDesign Tapis Confort will supply new material of the same or similar grade sufficient to repair or replace the defective material. ProDesign Tapis Confort will not pay any labor costs. ProDesign Tapis Confort will not pay labor costs to repair or replace materials with defects that were apparent before or at the time of installation.

*reasonable labor costs shall be determined solely by ProDesign Tapis Confort.

EXCLUSIONS: The following are not covered by this warranty:

- 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 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, carpet crocking, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing.



- Inappropriate end-user activities.
- Construction or installation-related damage.
- Damage caused by fire, flooding or intentional abuse.

LIMITATION ON DAMAGES:

ProDesign Tapis Confort excludes and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind.

NOTE: Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.

WARRANTY OWNER:

This warranty extends only to the original end-user. ProDesign Tapis Confort warranties are non-transferable. No installer, retailer, distributor or agent, or employee of ProDesign Tapis Confort may alter the obligations or limitations of any Shaw warranty.

PRODUCT COVERED:

ProDesign Tapis Confort Floors Static Pulse ESD Tile

WARRANTY:

Subject to the provisions of this warranty, ProDesign Tapis Confort expressly warrants for a period of five (5) years from the date of purchase that ProDesign Tapis Confort Floors Static Pulse ESD Tile shall be free from material defects and workmanship. Subject to the provisions of this warranty, ProDesign Tapis Confort further expressly warrants that the ESD Conductive Tile will meet requirements of ASTM F-150 and ESD 7.1 in effect at the time of installation and that the Static Dissipative Tile will have an average resistance to ground of 1,000,000 100,000,000 when measured according to ASTM F-150 or ESD 7.1.

INSTALLATION/WORKMANSHIP:

ProDesign Tapis Confort does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your ProDesign Tapis Confort ESD floor should be professionally installed by contractors who have demonstrated expertise in installing ESD floors. Your Shaw ESD floor must be installed correctly over a properly prepared sub-floor. Your ProDesign Tapis Confort ESD floor must be regularly and properly maintained. No warranties contained herein shall apply unless the Shaw ESD floor is installed with ProDesign Tapis Confort or ProDesign Tapis Confort approved adhesive and such warranty contained herein shall be void if such products are removed from the site of their original installation.

EXCLUSIONS: The following are not covered by this warranty:

- Improper installation and/or maintenance.
- Workmanship of installation.
- Dissatisfaction problems or damage due to installation or maintenance other than as recommended by ProDesign Tapis Confort.
- Reduction in gloss from use.
- Problems arising from excessive moisture in or below the concrete slab which result in adhesion problems and/or surface defects (blistering or cracking) in any flooring material or delamination or surface defects due to hydrostatic pressure or moisture vapor transmission.

- Damage due to accidents, gouges, scuffs, scratches, or indentations.
- Inappropriate end-user activities.
- Construction or installation-related damage.
- Damage caused by fire, flooding or intentional abuse.
- Dissatisfaction, problems or damage due to irregularities caused by sub-floor.

LIMITATION ON DAMAGES:

ProDesign Tapis Confort excludes and shall not pay any incidental or consequential damages under this warranty. This shall include any liability for lost profits or any indirect, special or consequential damages. The remedies contained herein are the only remedies available for a breach of warranty of any kind. ProDesign Tapis Confort sole obligation and Distributor's sole remedy for claims arising hereunder for any and all losses and damages resulting from any cause shall be that ProDesign Tapis Confort shall repair, at the option of ProDesign Tapis Confort, or replace the defective material. In no event, including in the case of a claim of negligence, shall ProDesign Tapis Confort be liable for incidental or consequential damages.

NOTE: Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you. THERE ARE NO OTHER WARRANTIES BEYOND THIS EXPRESS WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. NO IMPLIED WARRANTIES OF ANY KIND ARE PROVIDED. EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITION, EXPRESS OR IMPLIED, BY OPERATION OF LAW LOR OTHERWISE, FOR ANY BREACH OF CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE OR PART THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE CONTRACT PRODUCTS.

CLAIMS:

Any claim must be made within seven (7) days after purchaser learns of the facts upon which such claim is based. All claims not made in writing and received by ProDesign Tapis Confort within the time period specified above shall be deemed waived. Any claims for surface defects or variations in color must be communicated to ProDesign Tapis Confort in writing prior to the actual installation. If the product is already installed, then ProDesign Tapis Confort must examine and verify the defect.



UNDERBED WARRANTY

ProDesign Tapis Confort Adhesive Warranty

Based on test results of flooring samples as submitted to date, ProDesign Tapis Confort Hard Surface will provide a 5 Year Standard Performance Warranty for ProDesign Tapis Confort Adhesive, when used to install ProDesign Tapis Confort Hard Surface's Biolife and Naturelife sheet vinyl flooring, and DecoStone Luxury Vinyl Tiles and DecoWood Planks, for specified Commercial and Residential applications. Testing results were based on the most recent flooring materials obtained at the time testing was done. Any changes in the manufacturing process or formulation of the floor covering will require re-testing. Installations are required to be in compliance with current product label and data instructions, and all substrate preparations, moisture and pH tests, and installation guidelines shall comply with the standards set by ProDesign Tapis Confort Hard Surface, ASTM F-710, and ProDesign Tapis Confort Hard Surface's installation requirements. Testing for concrete substrate moisture is required to be done per the latest edition of ASTM F2170. ProDesign Tapis Confort Hard Surface will need to be notified immediately if any changes are made in the construction of the floor coverings, so that the performance of the adhesive may be re-evaluated. If these procedures and guidelines have been followed, and substrate moisture and pH test results fall into the specified ranges, a performance warranty shall apply and is as follows: If an installation failure occurs within 5 years year from the date of installation as a direct result of the use of defective adhesive, ProDesign Tapis Confort Hard Surface will pay for equivalent floor covering and adhesive materials and for reasonable labor costs to repair or replace the failed portion of the installation as determined by ProDesign Tapis Confort Hard Surface at its sole discretion. This warranty provision includes flooring indentation as caused by properly selected and utilized rolling hospital bed wheels (5 years) and wheel chairs (10 years). ProDesign Tapis Confort Hard Surface specifically excludes any other warranty, express or implied, including merchantability and fitness for particular purpose extending beyond the term of this written warranty and is not liable for any other damages or losses including consequential or incidental damages. This warranty does not cover improper installation of the floor covering material or defective floor covering material; installation problems associated with: substrate imperfections; staining due to mold, mildew or bacterial growth, or any other discoloration of the flooring; excessive moisture or pH levels (be sure to perform tests first and take corrective measures before installation); improper maintenance; differences in color between flooring products and samples or photographs; indentation from improper loading or use beyond that which the flooring is designed; failure of the flooring to adhere to the substrate due to, for example, moisture, alkaline or hydrostatic pressure from the substrate; or other inappropriate end-user activities. Claimant must maintain written documentation of substrate moisture and pH testing.

For this warranty to be valid, ProDesign Tapis Confort adhesive products must be used only for their stated purpose and within one year of their date of manufacture and must be applied in accordance with ProDesign Tapis Confort application instructions. Any other products used in conjunction with ProDesign Tapis Confort products must be certified compatible with the ProDesign Tapis Confort . ProDesign Tapis Confort Hard Surface will not warranty the use of this adhesive on substrates where adhesive cleaners or removers have been applied.

Warranties for defective or dimensionally unstable floor covering, substrates and underlayment lie with the manufacturer of those products and not with ProDesign Tapis Confort. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. To file a claim contact your retailer or for other information you may contact ProDesign Tapis Confort.

Other Conditions and Exclusions Not Covered by this Warranty are:

- Installations on substrates that were not properly tested and prepared as instructed.
- Problems with installations due to the use of unapproved sealers or curing additives on the substrate.
- Installations over substrates where hydrostatic pressure exists, or moisture readings are higher than specified for adhesive product.
- Installations over substrates with a surface pH test above that specified for the adhesive product.
- Failure of claimant to have records of moisture and alkalinity testing taken prior to the installation.
- Installation failures due to outside sources of water, such as where outside grade is above substrate, moisture or ground water intrusion caused by faulty (or lack of) a vapor barrier under the concrete substrate slab, sprinklers soaking ground at the building foundation, overflow drains not directed away from the foundation, flooding or other natural disasters or weather conditions.
- Installations taken up or replaced prior to inspection by authorized ProDesign Tapis Confort .
- Problems with floor covering installations due to the use of improper cleaning methods.
- Failure of leveling or patch compounds of any kind.
- Damage caused by expansion joints or other structural areas.