

SHAW USG ADVANCED SKIM COAT™ 2 YEAR COMMERCIAL LIMITED WARRANTY

Shaw Industries, Inc. ("the Company") warrants Shaw USG Advanced Skim Coat™ Floor Patch when used in commercial applications. Shaw USG Advanced Skim Coat™ Floor Patch versatile calcium aluminate floor patch and skim coat for interior use over wood, concrete and gypsum subfloors.

This warranty begins when the Shaw USG Advanced Skim Coat™ Floor Patch is purchased. Shaw USG Advanced Skim Coat™ Floor Patch must be applied in accordance with the Company's commercial installation guidelines and specifications and must be applied within the shelf- life of the product.

Shaw USG Advanced Skim Coat™ Floor Patch comes with a 2 year warranty. When used with certain approved Shaw products, the term of this warranty is 10 years.

The warranty is further limited to the time period the Shaw USG Advanced Skim Coat™ Floor Patch installation is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original invoice or authorized dealer invoice.

WHAT THE WARRANTY COVERS

The Company, subject to the terms and conditions set forth below, warrants that Shaw USG Advanced Skim Coat™ Floor Patch will be free from manufacturing defects and will not fail under normal usage for the time period stated in this limited warranty when used within its shelf life and in accordance with:

- our technical data sheets and other written instructions
- applicable building codes and regulations
- standard industry practices

It is the sole responsibility of the installer, general contractor, architect of record or owner, as a condition of warranty coverage, to first determine the suitability and compatibility of our product for the user's intended use.

Liability under this warranty is expressly limited to the warranty time period and the net purchase price of this product if proven defective, or, at our option, to the repair or replacement of the system products only. All claims hereunder with respect to the warranty must be made within thirty (30) days of a failure and within the warranty period.

WHAT CONDITIONS APPLY

To maintain the warranty, the following is required:

- The product is mixed and applied in strict accordance with Shaw USG Advanced Skim Coat™ explicit use instructions.
- The product must be stored under proper conditions and be protected from freezing.
- The product must be used within two years of the manufacturing date listed on the pail.
- Surface must be prepared, free of all defects, liquid adhesive removers, curing agents, concrete sealers, contaminants such as oil, densifiers and hardeners.
- The product must be applied within standard industry practice and applicable building codes.

THIS WARRANTY DOES NOT APPLY TO

- Any repair or replacement performed prior to the inspection and approval by an authorized Company representative (or Company's designated representative).
- Costs, repairs or services for delamination, bubbles or blisters that may form or any other failure that is considered to be covered by this warranty due to hydrostatic pressure, force majeure, osmosis through the air or any other physical impacts such as punctures.
- Delamination that shows any concrete adhering to the primer. That is considered a failure of the concrete.
- Damage resulting from the failure to follow the Company's instructions.
- Failures due to sub-floors with extreme damage, delamination, spalling*, pits or excessive cracks through the substrate.
- Unapproved subfloor materials.
- Damage to the moisture vapor barrier, adhesive or flooring caused by the introduction of excessive water from such causes as broken water pipes in foundation or below substrate plumbing, flooding, sub-floor cracking, or improper maintenance.

WHAT IF YOU NEED WARRANTY SERVICE

You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided. A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429.

WHAT SHAW WILL DO

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, the Company may, at its sole option, replace the affected product or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the commercial product, will be at the consumer's expense.

NOTE: The warranty is not transferable. It extends only to the original retail purchaser. Shaw Industries Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights; such rights may vary from State to State.

*Spalling means breaking into smaller pieces