



## INSTALL Warranty on Labor 2015

The International Labor-Management Committee for the Floor and Wall Covering Industry

(INSTALL Committee) shall warrant the work performed for Client Name

of INSTALL Warranty Contractor Name of Contractor

on (Name of Project) , under a strict set of terms

predetermined by the INSTALL Committee and met by Name of Contractor .

Details of the warranty include, but are not limited to, the following: At the time of installation, the work must have been performed by appropriately INSTALL certified installers working for the INSTALL Warranty Contractor under the terms adopted by the INSTALL Committee. The INSTALL Warranty on Labor shall not extend to work subcontracted by INSTALL Warranty Contractors to another employer for installation or work that is directed to be installed over the written objections of the INSTALL Warranty Contractor. The INSTALL Warranty on Labor shall go into effect upon the execution of this document by the Chairmen of the INSTALL Committee and remain in effect unless terminated by the INSTALL Committee. The INSTALL Committee reserves the exclusive right to alter or change the language and/or conditions at any time for reasons deemed in the best interest of INSTALL. The INSTALL Warranty on Labor shall include labor that is contained within the skill sets evaluated within the INSTALL Certification held by the installer(s) of the work, and not to exceed \$25,000 per claim or project and not to exceed \$100,000 in aggregate claims during any twelve (12) month period with a December 31, 2013 anniversary date. The INSTALL Warranty on Labor is provided as additional labor warranty coverage to the INSTALL Warranty Contractor's labor warranty and is not a limitation to the warranty coverage supplied by the INSTALL Warranty Contractor. The INSTALL Warranty Sub-Committee reserves the exclusive right to review all claims made under the warranty program and the exclusive right to grant or deny such claims based upon the assessment of the claim and their interpretation of the terms of the warranty. The INSTALL Warranty Sub-Committee reserves the exclusive right to rescind the warranty from any customers/clients of an INSTALL Warranty Contractor if said employer demonstrates business practices deemed to be detrimental to INSTALL. Any claims made under this Warranty Program shall be subordinate to warranties provided by manufacturers, distributors and contractors which may cover labor and materials. The INSTALL Warranty Sub-Committee reserves the right to assign the review of each claim or to choose an entity or individual to review all claims. Each warranty shall expire two (2) years after the work was reasonably deemed completed by the INSTALL Warranty Sub-Committee. The deemed completion of work in a contained area will start the clock on the two (2) year warranty for the work within the contained area and can be identified by the date of requested payment for the contained area. A fully completed and contained room, floor or section's installation concludes the installation process which eliminates the need for any more installation work. Therefore, the effectiveness of the installation can be judged from this point going forward. Any claims of defective workmanship must be made within ten (10) days of the date that the customer/client became aware of the defect or should have become aware through reasonable use and inspection. The INSTALL Committee shall have the exclusive right to advertise and market this INSTALL Warranty on Labor Program to the floor covering industry and shall approve any disclosure of the INSTALL Warranty of Labor Program including its terms to customers, distributors, manufacturers and all third parties. The International Labor-Management Committee for the Floor and Wall Covering Industry enacts this INSTALL Warranty on Labor on this the 11th day of January, 2013. Any questions regarding this warranty can be directed to John McGrath, INSTALL Director, at [jmcgrath@carpenters.org](mailto:jmcgrath@carpenters.org) or 215.582.4108.

David Meberg, INSTALL Co-Chairman

Andris Silins, INSTALL Co-Chairman