

COLORSTRAND FIBERS – WARRANTY



160 South Industrial Blvd.
Calhoun, GA. 30701
Dalton, GA 30721

www.mohawkflooring.com

Technical Services Department
508 East Morris St.
Dalton, GA 30721
888.387.9881

This limited warranty applies only to the purchaser of Mohawk carpets for indoor commercial installations. This warranty applies only to those products produced with ColorStrand fibers specifically designated by Mohawk .

Provided the designated carpet, manufactured with ColorStrand fibers, has been properly installed and maintained in the specified commercial location in strict accordance with Mohawk's instructions and procedures and subject to the limitations set forth herein, including the specifications and manufacturing tolerances established for the product, Mohawk warrants to the original Owner, the following:

I. Items Under Warranty:

Mohawk warrants the following for the normal useful life of the carpet.

1. **Wear** - Carpet will not wear more than 10% of their surface pile weight from abrasive wear. "Abrasive wear" means fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet;

2. **Static** - Carpet will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134 (Step); and

3. **Colorfastness to Light** - Carpets will resist change color due to sunlight exposure to exceed the equivalent of 4.0 on the gray scale for color change as measured in accordance with AATCC Method 16E.

Mohawk warrants the following for ten (10) years from the date of invoice

4. **Colorfastness to Atmospheric Contaminants** - Carpets will resist change color due to atmospheric contaminants (Ozone and Nitrous Oxides) as measured by AATCC 164 and AATCC 129. Tested carpet will not rate less than a 3.0 rating on the grey scale for color change.

5. **Stain** - Carpet will resist permanent stains caused by spills of all conventional acid based substances per the AATCC Gray Scale for Evaluation Change in Color. This is not a cleaning contract. In order to make a claim under this warranty , the Owner must have attempted to remove the stain within three (3) working days after occurrence of the spill, and notify Mohawk immediately if the stain removal is unsuccessful. If, in testing and analysis performed by Mohawk, and subject to the other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less the 8 under the AATCC Gray Scale for Evaluation Change in Color, Mohawk will pay for the attempted removal of the stain and replace the original carpet in the affected area up to 100 times the size of the stain. If the stain is successfully removed per Mohawk recommended procedures, all stain removal costs will be the responsibility of the Owner.

II. Limitations - This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of a manufacturing defect in the carpet, including such disfigurement or damage as tears, burns, pulls, cuts, floods, excessive alkalinity, excessive moisture, installation on stairs, damage resulting from improper cleaning agents or methods, neglect or damage in transit;
2. This warranty specifically excludes general soiling, discoloration, appearance change, due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet. Also, this warranty specifically excludes carpet which has been surface treated with materials not recommended or approved by Mohawk, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by Mohawk.
3. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
4. Differential fading from light exposure, dye lot differences, and soiling.
5. Any condition that would have been visible upon inspection prior to installation.
6. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Owner Obligation

1. Owner must submit notice of all claims under this warranty to Mohawk, within a reasonable time after discovery of the alleged defect and within the specified warranty period.
2. Claims must be submitted at www.mohawknet.com or in writing and delivered to the following:

Mohawk
Attention: Claims Department
508 East Morris St.
P.O. Box 1448 Dalton, GA 30721

3. If Mohawk determines that carpet is to be replaced or repaired under the terms of this warranty, all areas must be free of all equipment, furnishings, partitions, and the like at the Owner's expense.

IV. Warranty Remedies

1. After receipt of proper written notice of the claim, Mohawk may designate a representative to inspect the carpet with the Owner's representative.
2. Subject to the above warranty limitations and Owner's obligations, Mohawk shall, at its sole discretion, repair or replace the affected carpet or refund the proportional purchase price for the affected area.

3. Any replacement will be made with a comparable product selected by Mohawk from the current Mohawk running line. However, Mohawk obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By way of example and not limitation, damages arising from the interruption of use of the spaces affected or expenses in removing furniture or equipment from the affected area shall not be included in its obligation.

4. The remedies provided in connection with this limited warranty are expressly in lieu of any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of Mohawk. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, Owner, or any third party. In no event shall Mohawk be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by an authorized representative of Mohawk.

Please Note: Some States do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply in some situations.

This warranty provides the Owner specific legal rights, and the Owner may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limit of Mohawk responsibilities.

V. Mediation/Arbitration:

1. If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settle through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty , or breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia and in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

3. The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.

4. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.

** "For the normal useful life of the carpet" is defined as the life of the carpet with equitable adjustment to reflect the value of the Owner's use of the carpet. This warranty is not transferrable.

This ten (10) year warranty is subject to an equitable adjustment to reflect the value of the Owner's use of the carpet. This warranty is not transferrable.

Aladdin Commercial is a division of Mohawk Carpet Distribution, Inc.