

Lifetime Wear Warranty

The Mohawk Group* warrants that the surface fiber of this carpet will wear less than 10% by weight from abrasion for the life of the carpet.** Any area showing greater wear under conditions of normal indoor commercial use and is determined to be a manufacturing defect by a certified independent carpet inspector will be replaced at The Mohawk Group's expense, as long as the carpet was properly installed and maintained. The Mohawk Group shall repair, or in its sole discretion replace or refurbish that portion of the carpet which is unacceptable, and shall not include the incurring or reimbursing of any indirect costs of incidental or consequential damages arising from such activities. For example, damages arising from the interruption of use of the spaces affected shall not be included in our obligation. Please see Warranty Remedies.

Please see Warranty Remedies. This is not a backing warranty, surface fiber only.

Subject to the Following limitations:

The Mohawk Group warrants normal abrasive wear only. This warranty does not cover tears, burns, pulls, cuts, pilling, shedding, matting, damage due to improper cleaning agents or maintenance methods, or abuse by any athletic equipment, such as roller skates, ski boots and golf shoes. By abrasive wear is meant 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 the carpet appearance, nor fiber loss due to abnormal usage of the carpet. Watermarking or pooling are not manufacturing defects and are not covered in this warranty. Stairs are excluded.

Claim Procedure

To present a claim for excessive wear, advise your Mohawk Commercial Carpet Dealer or write:

The Mohawk Group
Attention: Claims Dept.
225 Industrial Blvd.
PO Box 500
Chatsworth, GA 30735

To arrange for an inspection and analysis of your carpet by our authorized representative.

IV. Warranty Remedies:

1. After receipt of proper written notice of claim, Mohawk will designate a representative to inspect the carpet with the Owner's representative and Mohawk will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by Mohawk, and subject to the above warranty limitations and Owner obligation, Mohawk shall repair or, in its sole discretion, replace any designated carpet sold by it containing a defect by the above LIFETIME WEAR warranty, at no expense to the Owner.
3. Any replacement will be made with a comparable product selected by Mohawk from the then-current Mohawk running line. However, Mohawk's 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, nor expenses in removing furniture from the affected area be included in our obligation.
4. The remedies provided in connection with the WEAR 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 MERCHANT OR

FITNESS, and of any other obligation on the part of Mohawk. This limited warranty supersedes any additional or inconsistent warranty(s) 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 limited warranty shall be effective unless in writing and signed by a Representative of Mohawk to do so.

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 limitations or exclusions may not apply to you.

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

V. Mediation / Arbitration:

1. If a dispute arises out of or relates to this limited warranty, or the breach thereof, and if said dispute cannot be settled 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 limited warranty, or breach thereof, shall be 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 arbitrators may disclose the existence, content, or results of any arbitration hereunder without prior written consent of both parties.
3. Arbitrators shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
4. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.

* The Mohawk Group is a division of Mohawk Carpet Distribution, Inc.

** "For the life of the carpet" is defined to be the lifetime of the original carpet for the particular installation. This warranty is not transferrable.