

# DURACOLOR<sup>®</sup>

Lifetime Stain Resistant Warranty  
from The Mohawk Group.

1975 West Oak Circle  
Marietta, GA 30062

800-554-6637  
[www.themohawkgroup.com](http://www.themohawkgroup.com)

### **DURACOLOR® Lifetime Stain Resistant Warranty**

Many manufacturers offer lifetime warranties. But not all warranties are created equal. That's why it's so important to know what's behind the warranty and to know that the manufacturer can and will back it up.

The Mohawk Group offers its Lifetime DURACOLOR Stain Warranty based on more than 15 years of proven performance and more than 300 million square yards installed. We've laid out the finer points of this Lifetime Warranty below so that you don't ever have to worry about surprises. So take a look for yourself. You'll see why DURACOLOR is one of the most respected names in the industry.

DURACOLOR carpets by The Mohawk Group are guaranteed to provide lifetime stain resistance to acid type spills regardless of number of years in service, traffic levels or the number of cleanings. DURACOLOR passes the General Services Administration (GSA) test for Permanence – SIN 31-8 (note 11), for the life of the carpet. Most stains (96%) encountered in commercial settings are acid based and covered under the warranty: i.e. coffee, tea, sodas, and many healthcare spills.

#### **Features Warranted:**

##### **Permanent Stain Protection Against Acid Type Spills: Lifetime.**

96% of all stains are acid based, i.e. coffee, tea, sodas, most food spills and many healthcare spills. The Mohawk Group warrants that carpets made incorporating the DURACOLOR technology will retain permanent stain protection against acid type spills for the life of the carpet as measured by General Services Administration (GSA) Test for Permanence SIN 31-8 (note 11). AATCC, 175 modified by exposing sample to 100 revolutions of the Taber Abrader (1,000 gram weight per H-18 wheel) then stain testing in the abraded area. Rating of 8.0 or better on the AATCC Red 40 Stain Scale.

##### **Colorfastness (Wet and Dry): Lifetime.**

The Mohawk Group warrants that all carpets made incorporating the DURACOLOR technology will resist color transfer from wear for the life of the carpet. DURACOLOR carpets will exhibit permanent colorfastness (wet or dry) for the lifetime of the installation as measured by AATCC Test Method 8, minimum stain ratings of 4 or better compared to AATCC Color Transference Scale.

##### **Wetfastness: Lifetime.**

The Mohawk Group warrants that all carpets made incorporating the DURACOLOR technology will resist color change after exposure to water damage for the life of the carpet. DURACOLOR carpets will exhibit permanent wetfastness for the lifetime of the installation as measured by AATCC Test Method 107, minimum shade change should be no less than International Gray Scale Rating of 4.

**Static Protection: Lifetime.**

The Mohawk Group warrants that all carpets incorporating the DURACOLOR technology will offer protection from static discharge in excess of 3.0 KV when tested under the Standard Shuffle Test Method at 70°F and 20% R.H. for the life of the carpet.

**Lightfastness: 10 Years**

The Mohawk Group warrants that all carpets made incorporating the DURACOLOR technology will resist color loss from light exposure for 10 years. DURACOLOR carpets provide a 10 year warranty for colorfastness after exposure to light as measured by AATCC Test Method 16E – International Gray Scale Rating after 160 AFU's (Xenon Arc) should be 3-4 or better.

**Atmospheric Contaminants: 10 Years**

The Mohawk Group warrants that all carpets made incorporating the DURACOLOR technology will resist color loss from Atmospheric Contamination for 10 years. DURACOLOR carpets provide a 10 year warranty for colorfastness after exposure to atmospheric contaminants as measured by AATCC Test Method 129 – ozone minimum shade change rating after five cycles should be no less than International Gray Scale Rating of 3.

**Limited Warranty**

The Mohawk Group warrants that carpet made incorporating the DURACOLOR technology to be merchantable and fit for ordinary purposes for which carpet is used. Any portion of this carpet not performing as stated will be repaired to conform to this warranty. However, if repair is not commercially practical, The Mohawk Group may elect, at its sole discretion, to replace the carpet or to refund the purchase price. The Mohawk Group will pay the costs of the carpet, freight and labor if replacement is offered. Replacement will be made with a product from a then current running line which is comparable to the carpet warranted.

No charge will be made for the actual installation of the replacement carpet. However, all areas in which carpet is to be replaced under the terms of this warranty must be cleared at the consumer's expense of all equipment, furnishings, partitions and the like, that may have been installed over or placed on the carpet subsequent to the original installation. This warranty is made to the original purchaser for carpet installed in its original location; it is not transferable.

**Notification of Warranty Claims**

All claims asserted under this warranty should be submitted to the warrantor, in writing, as follows: The Mohawk Group • 1975 West Oak Circle • Marietta, GA 30062  
• Attn: Customer Service • Telephone: 800-554-6637

**Obligations of Warrantor**

The Mohawk Group will, within ten (10) business days of receipt of such written notice, designate a representative to promptly inspect the carpet and evaluate the warranty claim.

**Exclusions and Limitations on Warranty:**

This warranty does not cover disfigurement or damage caused by abnormal use or by use of chlorinated, or any other solvent-based cleaning agents; or use of any adhesives or cleaning chemicals other than The Mohawk Group adhesives or The Mohawk Group DURASAFE® cleaning products or products approved in writing by The Mohawk Group Technical Service; damage that does not arise out of a manufacturing defect; damage caused by stains, sharp objects and the like; damage caused by the installer or the workmanship of the installer (if not installed by The Mohawk Group); and the condition of the sub-floor (e.g. undue moisture). Shading, pile crush, dyelot differences or soiling are not manufacturing defects and are not covered by the warranty. The Mohawk Group’s obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred.

The Mohawk Group shall have no liability or responsibility with respect to any pre-existing hazardous materials on premises where carpet is installed; or use of any adhesive not recommended by The Mohawk Group. The Mohawk Group is not responsible for any change or modification to the carpet which might occur after it leaves The Mohawk Groups’ premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the carpet.

**Mediation/Arbitration:**

If a dispute arises out of or relates to this 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 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.

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.

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

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.

Project Name: \_\_\_\_\_

Yardage: \_\_\_\_\_ Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Purchaser: \_\_\_\_\_

The Mohawk Group Representative Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

