

## MODULAR WARRANTY

### **(ICT, ICT RC, UltraSet, UltraSet RC Thermoplastic, EcoFlex, SelfLock)**

This limited warranty applies to the original purchaser of The Mohawk Group\* modular carpets for indoor commercial installations. This warranty applies only to the following products: all modular products containing thermoplastic, PVC or EcoFlex backings.

The use of The Mohawk Group branded adhesives is required to ensure optimum results and are the only approved adhesives warranted by The Mohawk Group. Failure to use The Mohawk Group-branded adhesives will result in warranties being null and void. The Mohawk Group warrants that our adhesives will bond the carpet to the properly prepared substrate for the life of the carpet. Only The Mohawk Group adhesives are covered under this portion of the warranty. Substrate must meet The Mohawk Group's recommended floor preparation procedures.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Mohawk Group's instructions and procedures and subject to the limitations set forth herein, The Mohawk Group warrants to the original owner, the following:

#### I. Items Under Warranty

1. **WEAR** – The Mohawk Group warrants for the life of the carpet that the carpet modules will not wear more than 10% of the surface pile for the life of the carpet.\*\* “Wear” mean the fiber loss from the carpet modules through normal abrasion and does not include crushing, flattening of the carpet pile in any area, staining, soiling, fading, change in carpet module appearance, nor fiber loss due to abnormal usage of the carpet module.
2. **STATIC PROTECTION** – The Mohawk Group warrants for the life of the carpet that the carpet modules will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134-1979.
3. **EDGE RAVEL/ ZIPPERING** – The Mohawk Group warrants for the life of the carpet that the carpet modules will not zipper or develop continuous “pile yarn runners.”
4. **DELAMINATION** – The Mohawk Group warrants for the life of the carpet that the carpet modules will not delaminate. Chair pads are not required for this warranty but are recommended for maximum appearance retention.
5. **DIMENSIONAL STABILITY** – The Mohawk Group warrants for the life of the carpet that the carpet modules will not lose their dimensional stability (i.e. shrink, grow, cup, dome) due to normal variations in atmospheric changes (temperature and/or humidity) or when maintained in accordance with The Mohawk Group's recommended maintenance procedures.

#### 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 manufacturing defect in the carpet, including such disfigurement

- or damage as tears, burns, pulls, cuts, installation on stairs, damage resulting from improper cleaning agents or methods, or damage in transit.
2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
  3. Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling.
  4. Any condition that would have been visible upon inspection prior to the installation.
  5. Any condition resulting from other than ordinary wear or from any use for which the product was not designed.

### III. Obligations of Owner:

1. Owner must submit notice of all claims under this warranty to The Mohawk Group within a reasonable time after discovery of the alleged defect and within the specified warranty period.
2. Claims must be submitted in writing and delivered to the following:  
  
The Mohawk Group  
Attention: Claims Department  
235 Industrial Blvd.  
P.O. Box 500  
Chatsworth, GA 30735
3. All areas in which carpet is to be replaced or repaired under the terms of this warranty 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, The Mohawk Group will designate a representative to inspect the carpet with the owner's representative.
2. Subject to the above warranty limitations and owner's obligations, The Mohawk Group shall repair or, in its sole discretion, replace any carpet which does not meet the requirements of this warranty, at no expense to the owner for any cost of the replacement carpet material, adhesive, labor for removal of the defective carpet, and/or labor for the installation of any replacement carpet.
3. Any replacement will be made with a comparable product selected by The Mohawk Group from the then-current Mohawk Group running line. However, The Mohawk Group's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By the 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 warranty are expressly in lieu or 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 The Mohawk Group. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, owner, or any third party. In no event shall The Mohawk Group be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by a representative of The Mohawk Group authorized 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 limitation may not apply to you. You may have legal rights under this warranty. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Except for these rights, the remedies provided under this warranty state the limits of The Mohawk Group 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 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.
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 life of the carpet" is defined to be the lifetime of the original carpet for the particular installation. This warranty is not transferrable.

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