


# ColorShield Lifetime Stain and Color Resistant Warranty

Exclusive to Durkan Patterned Carpet.

 The Mohawk Group

800 241-4580, [www.mohawkgroup.com](http://www.mohawkgroup.com)

KARASTAN  
CONTRACT

Durkan  
COMMERCIAL

MOHAWK  
COMMERCIAL

BIGELOW  
COMMERCIAL

DURKAN  
PATTERNED CARPET

This limited warranty applies only to purchasers of Durkan Patterned Carpet, a Division of the Mohawk Group, for indoor commercial installations. This warranty applies only to those products specifically designated by Mohawk Industries, Inc. in writing. This warranty applies to indoor commercial installations only. 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 Owner meets its obligations hereunder, including the use of The Mohawk Group's NuBroadloc adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to Owner the following:

#### **I. Items Under Warranty:**

- 1. PROTECTION AGAINST ANIONIC STAINS**– The Mohawk Group warrants that carpet incorporating ColorShield will resist permanent stains against all Anionic (Acid Type) Stains, most of which are colorized consumer products that dye the carpet. This includes such stains as coffee, fruit punch, wine, tea, soda, food spills, etc. Passing resistance is measured by test method AATCC 175 and must be 8.0 or better on the AATCC Red 40 Stain Scale.
- 2. PROTECTION AGAINST COLOR TRANSFER (WET/DRY)** - The Mohawk Group warrants that carpet incorporating ColorShield will resist color transfer from wear or abrasion as measured by AATCC test method 165. Minimum rating of 4.0 must be met compared to AATCC Color Transference Scale.
- 3. PROTECTION AGAINST WATER BLEED** - The Mohawk Group warrants that carpet incorporating ColorShield will resist color change or bleeding. Minimum resistance to water bleed is measured by AATCC Test Method 107.
- 4. "WATER" STAIN REMOVAL WARRANTY** - The Mohawk Group warrants that spills from substances and categories outlined in the previous sections of this warranty can be removed with water.

*Note:* Non water based stains such as oils, salad dressings, and other oil based compounds, if allowed to dry, will require the use of an approved mild detergent to emulsify (place in liquid form) the oils to prevent leaving an oily residue that may be colorless, but which may create soiling.

#### **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 defects in the carpet. For example, the warranty does not cover tears, burns, pulls, cuts, installation on stairs, damage resulting from improper cleaning agents or methods, 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; and colorants such as bleaches or caustic cleaning compounds. Also, this warranty specifically excludes carpet which has been surface treated with materials not recommended or approved by The Mohawk Group, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by The Mohawk Group.
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. Obligations of Owner:**

1. The Owner must submit notice of all claims under this limited warranty to Mohawk within the installed life of the carpet from the date of carpet installation.
2. Claims must be submitted in writing and delivered to:  
Durkan Patterned Carpet  
% The Mohawk Group  
Attention: Claims Department  
405 Virgil Drive  
Dalton, GA 30721
3. All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishing, partitions, and the like that have been installed over the carpet subsequent to the original carpet installation, at Owner's expense.

**IV. Warranty Remedies:**

1. After receipt of proper written notice of claim, The Mohawk Group will designate a representative to inspect the carpet with the Owner's representative and The Mohawk Group will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by The Mohawk Group, and subject to the above warranty limitations and Owner obligation, The Mohawk Group shall repair or, in its sole discretion, replace any designated carpet sold by it containing a defect covered by the above ColorShield Limited Warranty, at no expense to the Owner.
3. The owner must furnish to The Mohawk Group the original proof of purchase and non-returnable samples of the carpet for testing, and must permit a Mohawk Group Representative or agent representing The Mohawk Group, access to the installed carpet in order to attempt to remove the stain. If, in testing and analysis, performed by The Mohawk Group, and subject to the other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8.0 under the AATCC 175 for Evaluation of Change in Color, The Mohawk Group 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, free of charge. At The Mohawk Group's option, it will refund to the owner the original purchase price of the carpet in the affected area, up to 100 times the size of the stain. If the stain is removed using The Mohawk Group's recommended procedures, all stain removal costs will be the responsibility of the owner.
4. 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 way of example and not limitation, neither damages arising from the interruption of use of the spaces affected, nor expenses in removing furniture from the affected area are included in our obligation.
5. The remedies provided in connection with the ColorShield Lifetime 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 The Mohawk Group. This limited warranty supersedes any additional or inconsistent warranty(s) set by 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 limited 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 or exclusion 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 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 the 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.