

# Ten Year Stain Warranty

Exclusive to Karastan Contract, Durkan Commercial, Mohawk Commercial, and Bigelow Commercial.

This limited warranty applies only to first purchasers of The Mohawk Group carpet for indoor commercial installations. This limited warranty applies only to those products specifically designated by The Mohawk Group in writing. This warranty is void if the carpet is installed for residential use. This limited warranty is valid only if 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 Mohawk's NuBroadlok' Adhesives, Mohawk (subject to the following limitations and remedies) warrants to the designated Owner the following:

#### **I. Limited Stain Warranty:**

1. The Mohawk Group warrants that, for 10 years from the date of first installation, the designated carpet when installed and maintained as recommended by The Mohawk Group will resist permanent stains caused by spills of all substances, subject to the Limitations set forth in Section II.
2. 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, using only those cleaning agents and procedures recommended by The Mohawk Group, and must notify The Mohawk Group immediately if stain removal is not successful. For approved cleaning agents and removal procedures, maintenance recommendations and other information, refer to The Mohawk Group's Commercial Carpet Care Manual.
3. In addition, 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 4 under the AATCC Gray Scale for Evaluation 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. No charges for floor preparation or for movement or replacement of equipment, furnishings, partitions, etc., will be allowed. 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. This Warranty applies only to products whose dye method is **Solution Dyed**. Only those designated products that contain 100% solution dyed yarns qualify.

#### **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 or the color of the carpet. 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:  
The Mohawk Group  
Attention: Claims Department  
443 Nathaniel Drive  
East Dublin, GA 31021
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 10 Year Stain Warranty, at no expense to the Owner.
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 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 10 Year Stain 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 warranties state the limit of The Mohawk Group 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.