

# Ultra Performance System™ (UPS) Warranty

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

This limited warranty applies only to purchasers of The Mohawk Group carpet for indoor commercial installations. This 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. 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 NuBroadlok™ adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to Owner the following:

**I. Items Under Warranty:**

1. WEAR – The Mohawk Group warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for the life of the carpet.\* 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 carpet appearance, nor fiber loss due to abnormal usage of the carpet.
2. TUFT BIND – The Mohawk Group warrants that its high-performance ULTRA PERFORMANCE SYSTEM (UPS) products will provide superior tuft bind capabilities in high-traffic environments for the life of the carpet. Any failure to perform with respect to tuft bind will be independently evaluated, and remedied if a product defect is responsible for substandard performance.
3. STATIC PROTECTION – The Mohawk Group warrants the carpet will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method #134-1979 for the life of the carpet.
4. EDGE RAVEL – The Mohawk Group warrants that the carpet will not have continuous ends coming out at lengthwise seams for the life of the carpet.
5. ZIPPERING – The Mohawk Group warrants that the carpet will not zipper or develop continuous "pile yarn runners" for the life of the carpet.
6. DELAMINATION – The Mohawk Group warrants that the carpet will not delaminate for the life of the carpet. Chair pads are not required, but are recommended for optimum textural performance.
7. IMPERVIOUS TO LIQUIDS – The Mohawk Group warrants that the carpet will not lose its usable properties for the life of the carpet due to damage from liquids from normal commercial activities, which include but are not limited to such occurrences as spills, cleaning methods, etc.
8. DIMENSIONAL STABILITY – The Mohawk Group warrants that the carpet will not lose its dimensional stability (i.e., growth or shrinkage with either stretch-in or glue-down installations) for the life of the carpet due to normal variations in atmosphere, temperature, or humidity.
9. SPECIFICATIONS – The Mohawk Group warrants that the carpet conforms to specifications established for the product identified in the execution section, subject to normal manufacturing tolerances.

**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 defect 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. Edge ravel where carpet is cut for access to floor outlets and around trench header ducts.
3. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
4. Differential fading from light exposure, shading, pile crush, dye lot differences, or 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. Owner must submit notice of all claims under this warranty to The Mohawk Group within the specified warranty period.
2. Claims must be submitted in writing and delivered to:  
The Mohawk Group  
Attention: Claims Dept.  
443 Nathaniel Drive  
East Dublin, Georgia 31021
3. All areas in which carpet is to be replaced under the terms of this warranty must be cleared of all equipment, furnishings, 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 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 obligations, The Mohawk Group shall repair or, in its sole discretion, replace any carpet sold by it containing a defect covered by the above ULTRA PERFORMANCE SYSTEM (UPS) warranty, at no expense to 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, or expenses in removing furniture from the affected area, shall not be included in its obligation.

4. The remedies provided in connection with the ULTRA PERFORMANCE SYSTEM (UPS) 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 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 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 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 by The Mohawk Group to be the lifetime of the original purchaser for a particular installation.