

# Euroflex Cushion Warranty

Exclusive to The Mohawk Group

 The Mohawk Group  
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Marietta, Georgia 30062  
800.554.6637  
[www.themohawkgroup.com](http://www.themohawkgroup.com)

Field Technical Services Department  
405 Virgil Drive  
Dalton, GA 30721  
800.833.6954

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This limited warranty applies only to purchasers of the Mohawk Group carpet for indoor commercial installations. This warranty applies only to those Euroflex cushion products specifically designated by The Mohawk Group in writing. This warranty is void if the carpet is installed for residential use.

The use of Mohawk Group's branded adhesives is required to ensure optimum results and they are the only approved adhesives that Mohawk will warrant. Failure to use Mohawk branded adhesives will result in warranties being null and void.

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 (subject to the following limitations and remedies) warrants to Owner the following:

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

1. **WEAR** - Mohawk warrants that the Euroflex cushion backed products 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.  
Note: Specific carpet styles may carry separate stain and/or color fastness warranties, independent of the EuroFlex Warranty.
2. **STATIC PROTECTION** - Mohawk warrants the Euroflex cushion backed products will not give static discharges in excess of 3.5 KV when tested under the AATC Test Method #134-1979 for the life of the carpet.
3. **SPECIFICATIONS** - Mohawk warrants that the carpet conforms to specifications established for the product, subject to normal manufacturing tolerances.
4. **CUSHION RESILIENCY** - Mohawk warrants that the Euroflex cushion will maintain its useful cushioning characteristics and resilient properties without significant deterioration when tested in accordance with ASTM D-3574 using the 65% deflection method, for the life of the carpet.

### **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, water damage 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, dye lot differences, or soiling.
4. Any condition that would have been visible upon inspection prior to installation.

### **III. Obligations of Owner:**

1. Owner must submit notice of all claims under this warranty to The Mohawk within the specified warranty period.

2. Claims must be submitted in writing and delivered to:  
The Mohawk Group  
Attention: Claims Department  
225 Industrial Blvd.  
P.O. Box 500  
Chatsworth, GA 30735
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 has been installed over the carpet subsequent to the original carpet installation, at Owner's expense.

#### **IV. Warranty Remedies:**

1. After receipt of proper within notice of claim, The Mohawk Group will designate a representative to inspect the carpet with Owner's representative and the 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 Euroflex cushion 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 the way of example and limitation damages arising from the interruption of use of the spaces affected area, shall not be included in its obligation.
4. The remedies provided in connection with the Euroflex cushion 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.

#### **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 relation 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 carpet for the particular installation. This warranty is not transferable.