

ACTION BAC 10 YEAR LIMITED WEAR WARRANTY

Mohawk Industries
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Aladdin
COMMERCIAL

This limited warranty applies only to purchasers of Action Bac backed carpets by Mohawk for indoor residential or commercial installations. These warranties are effective as of March 1, 2009.

I. Warranty

Provided the Action Bac backed carpet has been properly installed and maintained in the specified residential or commercial location in strict accordance with Mohawk's instructions and procedures and the purchaser meets its obligations hereunder, Mohawk (subject to the following limitations and remedies) warrants to the purchaser for 10 years the following:

1. **WEAR** – Mohawk warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear. Abrasive wear means 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.

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. Edge ravel where carpet is cut for access to floor outlets and around trench header ducts or when seam sealer is not applied during installation
3. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
4. Differential fading from light exposure, 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 Purchaser:

Purchaser must notify the Retailer where the carpet was purchased in writing within the specified warranty period. Be sure to describe the specific problem, and include a copy of the invoice. The Retailer will take appropriate action, including the notification of Mohawk if necessary.

If you are unable to contact the original Retailer or a satisfactory response was not found, please write to Mohawk at:

Mohawk Industries
Attention: After Sales Service Department
PO Box 12069
Calhoun, GA 30703

IV. Warranty Remedies:

1. After receipt of proper written notice of claim, Mohawk will designate a representative to inspect the carpet with purchaser's representative and Mohawk will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by Mohawk, and subject to the above warranty limitations and purchaser obligations, Mohawk shall repair or, in its sole discretion, replace any carpet sold by it containing a defect covered by the above carpet warranty, at no expense to purchaser.
3. Any replacement will be made with a comparable product selected by Mohawk from the then-current Mohawk running line. However, Mohawk's obligation shall not include the reimbursement 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. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE— INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE— ARE EXPRESSLY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. BY IMPLIED WARRANTIES WE MEAN ONES THAT THE LAW PRESUMES TO HAVE BEEN GIVEN BY THE SELLER EVEN THOUGH THEY ARE NOT SET OUT IN WRITING. 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, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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.