

Ten Year Stain Warranty

Food and Beverage Only

Mohawk Industries
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800.2.MOHAWK
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This limited warranty applies only to purchasers of Mohawk carpet for indoor commercial installations. This warranty applies only to those products specifically designated by Mohawk in writing.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with Mohawk’s instructions and procedures and Purchaser meets its obligations hereunder, Mohawk (subject to the following limitations and remedies) warrants to Purchaser the following:

I. Commercial 10 Year Limited Stain Resistance Warranty - Food and Beverage Only

Mohawk Carpet Corporation warrants commercial carpeting for a period of 10 years from the date of original installation when the carpet has been installed and maintained in accordance with Mohawk’s recommended cleaning and installation procedures.

Mohawk warrants the surface pile of this commercial carpet will resist stains caused by food and beverages except as noted below. No carpet is fully stainproof, therefore this warranty excludes stains from non-food and non-beverage substances as well as food and beverages which contain strong disperse dyes such as mustard or tea. Also excluded are substances which change the color of the carpet such as bleach, drain cleaners, plant food, vomit or that permanently alter the integrity of the fiber. If permanent staining should occur and cannot be removed using Mohawk’s recommended methods or by a qualified carpet care professional, we will arrange a credit equal to the cost of the carpet material only. The credit will be issued to your carpet retailer as a percentage of the replacement cost for the affected area only - the affected area and adjacent areas extending to the nearest wall, doorway, or entrance. There will be no cash payment. Mohawk Carpet Corporation may, at its sole discretion, elect to have the affected area of carpet professionally cleaned. Upon determination of a valid claim, credit will be issued according to the schedule listed below:

10 Years			
1st Year	100%	6th Year	50%
2nd Year	100%	7th Year	40%
3rd Year	80%	8th Year	30%
4th Year	70%	9th Year	20%
5th Year	60%	10th Year	10%

The stain resist treatment will provide for improved resistance to food and beverage stains as compared to an untreated carpet of similar construction. Stain resistant properties may be affected by exposure to very hot substances. This limited warranty does not apply to purchase of irregulars or remnants or any carpet sold “as is”.

Disclaimer of implied warranties:

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. There are no warranties which extend beyond the description on the face hereof.

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 Mohawk, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by Mohawk.

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 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.