

# SmartStrand<sup>®</sup> Contract Warranty

Lifetime\* Limited Warranty – SmartStrand Fiber made with DuPont<sup>®</sup> Sorona for Piece Dye, Yarn Dye, Solution Dye and Printed Carpets

## SmartStrand<sup>®</sup> Contract Lifetime Warranty

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 Industries, Inc. in writing. This warranty applies to indoor commercial installations only.

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 adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to Owner the following:

### I. Features Warranted:

#### Permanent Stain Protection Against Acid Type Spills: Lifetime

The Mohawk Group warrants that carpets produced with SmartStrand Contract fiber will retain permanent stain protection against acid type spills for the life of the carpet as measured by General Services Administration (GSA) Test for Permanence SIN 31-8 (note 11). AATCC, 175 modified by exposing sample to 100 revolutions of the Taber Abrader (1,000 gram weight per H-18 wheel) then stain testing in the abraded area. Rating of 8.0 or better on the AATCC Red 40 Stain Scale.

#### Colorfastness (Wet and Dry): Lifetime

The Mohawk Group warrants that all carpets produced with SmartStrand Contract fiber will resist color transfer from wear for the life of the carpet. SmartStrand Contract carpets will exhibit permanent colorfastness (wet or dry) for the lifetime of the installation as measured by AATCC Test Method 8, minimum stain ratings of 4 or better compared to AATCC Color Transference Scale.

#### Wetfastness: Lifetime

The Mohawk Group warrants that all carpets produced incorporating the SmartStrand Contract technology will resist color change after exposure to water for the life of the carpet. SmartStrand Contract carpets will exhibit permanent wetfastness for the lifetime of the installation as measured by AATCC Test Method 107, minimum shade change should be no less than International Gray Scale Rating of 4.

#### Static Protection: Lifetime

The Mohawk Group warrants that all carpets produced with SmartStrand Contract fiber will offer protection from static discharge in excess of 3.5 KV when tested under the Standard Shuffle Test Method at 70F and 20% R.H. for the life of the carpet.

#### Lightfastness: 10 Years

The Mohawk Group warrants that all carpets produced with SmartStrand Contract fiber will resist color loss from light exposure for 10 years. SmartStrand Contract carpets provide a 10 year warranty for colorfastness after exposure to light as measured by AATCC Test Method 16E – International Gray Scale Rating after 160 AFU's (Xenon Arc) should be 3-4 or better.

#### Atmospheric Contaminants: 10 Years

The Mohawk Group warrants that all carpets produced with SmartStrand Contract fiber will resist color loss from Atmospheric Contamination for 10 years. SmartStrand Contract carpets provide a 10 year warranty for colorfastness after exposure to atmospheric contaminants as measured by AATCC Test Method 129 – ozone minimum shade change rating after five cycles should be no less than International Gray Scale Rating of 3.

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 face yarns 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 The Mohawk Group within the specified warranty period.
2. Claims must be submitted in writing and delivered to:

The Mohawk Group  
Attention: Claims Department  
235 Industrial Blvd.  
P.O. Box 800  
Chatsworth, GA 30705

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 SmartStrand Contract Limited 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 SmartStrand Contract Limited 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(ies) 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 warranty state the limit of Mohawk Carpet Corporation 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.

*\* "Lifetime" is defined to be the lifetime of the original carpet for the particular installation. This warranty is not transferrable.*

*The Mohawk Group is a division of Mohawk Carpet Distribution, Inc.*

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