

Unibond Flex Lifetime Warranty

Exclusive to Durkan, Karastan Contract, Lees and Bigelow Commercial

 The Mohawk Group

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This limited warranty applies only to purchasers of The Mohawk Group carpet for indoor commercial installations. This limited warranty applies only to those Unibond Flex products specifically designated by The Mohawk Group in writing. This limited warranty is void if 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 adhesives, The Mohawk Group (subject to the following limitations and remedies) warrants to the designated 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 UNIBOND FLEX 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 the 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. Seam sealer is required during installation for this warranty to be in effect.
5. **ZIPPERING** - The Mohawk Group warrants that the designated 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 recommended for optimum textural performance.
7. **MOISTURE RESISTANCE** - The Mohawk Group warrants that the carpet will not lose its usable properties due to liquid damage from normal commercial activities for the life of the carpet, which includes but are not limited to such occurrences as spills, The Mohawk Group's recommended 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 or when maintained in accordance with The Mohawk Group's recommended maintenance procedures.
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

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 or 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, 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. 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 Department
235 Industrial Blvd.
PO Box 800
Chatsworth, Georgia 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 UNIBOND FLEX 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 are included in our obligation.
4. The remedies provided in connection with the UNIBOND FLEX 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(s) 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 limits of The Mohawk Group responsibilities.

V. Mediations/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 arbitrator(s) 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.

* 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.