# CARPET TILE WARRANTY

LIMITED COMMERCIAL LIFETIME WARRANTY
ULTRASET®, ULTRASET NXT, AND ULTRASET MATRIX

160 South Industrial Blvd.
Calhoun, GA 30701

Technical Services Department
508 East Morris St.
Dalton, GA 30721
888.387.9881, Option 3

www.mohawkflooring.com

This limited warranty applies only to the original purchaser of Mohawk* carpet tiles for indoor commercial installations. This warranty applies only to UltraSet®, UltraSet NXT, and UltraSet Matrix products.

The use of Mohawk-branded adhesives is required to ensure optimum results and are the only approved adhesives warranted by Mohawk. Failure to use Mohawk-branded adhesives will result in warranties being null and void. Substrates must be prepared using Mohawk's recommended floor preparation procedures.

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 subject to the limitations set forth herein, including the specifications and manufacturing tolerances established for the product, Mohawk warrants to the original Owner the following:

**I. Items Under Warranty**

Mohawk warrants the following for the normal useful life of the carpet*:

- **Wear** – Carpet tiles will not wear more than 10% of their surface pile weight from abrasive wear. "Abrasive wear" means fiber loss from the carpet tiles 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 tiles.
- **Static** – Carpet tiles will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134 (Step).
- **Edge Ravel/Zippering** – Carpet tiles will not edge ravel or zipper.
- **Delamination** – Carpet tiles will not delaminate. (Chair pads are recommended for maximum appearance retention and to deter delamination.)
- **Dimensional Stability** – Carpet tiles will not lose their dimensional stability per the AACHEN test ISO 2551.

*"For the normal useful life of the carpet" is defined as the life of the carpet with equitable adjustment to reflect the value of the Owner's use of the carpet. This warranty is not transferable.

## II. Limitations – This warranty does not include:

- Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of a manufacturing defect in the carpet, including such disfigurement or damage as tears, burns, pulls, cuts, floods, excessive alkalinity, excessive moisture, installation on stairs, damage resulting from improper cleaning agents or methods, neglect, or damage in transit;
- Edge ravel where carpet is cut for access to floor outlets and around trench header ducts;
- Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes;
- Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling;
- Any condition that would have been visible upon inspection prior to the installation;
- Any condition resulting from other than ordinary wear or from any use for which the product was not designed; and
- Any issues related to moisture and alkalinity in the substrate. Moisture and pH testing are not the responsibility of Mohawk.

## III. Water Originating in the Ground

Water from the earth below the slab is the second source of moisture in concrete. Unrestricted water vapor moves upward from areas of higher concentration of molecules to areas of lower concentration. This natural process is called diffusion or evaporation. When concrete is laid, this upward migration of water vapor is slowed but not halted. Concrete is porous and, so, requires a vapor barrier to stop rising water vapor from entering the slab. A vapor retarder is a protective barrier installed directly below the slab that serves to block the moisture from entering the concrete. Without this barrier, moisture vapor continues to rise through the concrete where it can become trapped between the slab and nonporous flooring. Costly flooring system failures are likely when moisture gathers at the surface of the slab with no way to evaporate.

## IV. Owner Obligation

- Owner must submit notice of all claims under this warranty to Mohawk within a reasonable time after discovery of the alleged defect and within the specified warranty period.
- Claims must be submitted at www.mohawknet.com or in writing and delivered to the following:
  **Mohawk**
  **Attention: Claims Department**
  **508 East Morris St., P.O. Box 1448**
  **Dalton, GA 30721**
- If Mohawk determines that carpet is to be replaced or repaired under the terms of this warranty, all areas must be free of all equipment, furnishings, partitions, and the like at the Owner's expense.

## IV. Warranty Remedies

- After receipt of proper written notice of the claim, Mohawk may designate a representative to inspect the carpet with the Owner's representative.
- Subject to the above warranty limitations and Owner's obligations, Mohawk shall, at its sole discretion, repair or replace the affected carpet or refund the proportional purchase price for the affected area.
- Any replacement will be made with a comparable product selected by Mohawk from the current Mohawk running line. However, Mohawk'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 or expenses in removing furniture or equipment from the affected area shall not be included in its obligation.
- The remedies provided in connection with this 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 Mohawk. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, Owner, or any third party. In no event shall Mohawk be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by an authorized representative of Mohawk.

**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 in some situations.

This warranty provides the Owner specific legal rights, and the Owner 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's responsibilities.

**V. Mediation/Arbitration:**

- If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settle 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 finally 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.

- 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.

- The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.

- 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.