

## HERO FLOORING MANUFACTURED BY MOHAWK FOLLOWS ALL MOHAWK GUIDELINES

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 Group in writing.

The use of Mohawk branded adhesives are required to ensure optimum results and are the only approved adhesives that Mohawk Industries will warrant. Failure to use Mohawk branded adhesives will result in warranties being null and void.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with Mohawk Group's instructions and procedures and subject to the limitations set forth herein,

### I. LIMITED STAIN WARRANTY:

1. Mohawk Group warrants for 10 years from the date of installation, the designated carpet, when installed and maintained as recommended by Mohawk Group, will resist permanent stains caused by spills of all conventional acid based substances, subject to the Limitations set forth in Section II.

2. This is not a cleaning contract. In order to make a claim under this warranty, the owner must have attempted to remove the stain within three (3) working days after occurrence of the spill, using only those cleaning agents and procedures recommended by the Mohawk Group, and must notify the Mohawk Group immediately if stain removal is not successful. For approved cleaning agents and removal procedures, maintenance recommendations and other information, refer to the Mohawk Group's Commercial Carpet Care Manual.

3. In addition, the owner must furnish to the Mohawk Group the original proof of purchase and nonreturnable samples of the carpet for testing, and must permit a Mohawk Group Representative or agent representing the Mohawk Group, access to the installed carpet in order to attempt to remove the stain. If, in testing and analysis performed by the Mohawk Group, and subject to the other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 4 under the AATCC Gray Scale for Evaluation Change in Color, the Mohawk Group will pay for the attempted removal of the stain and replace the original carpet in the affected area up to 100 times the size of the stain, free of charge. No charges for floor preparation or for movement or replacement of equipment, furnishings, partitions, etc., will be allowed. At the Mohawk Group's option, it will refund to the owner the original purchase price of the carpet in the affected area, up to 100 times the size of the stain. If the stain is removed using the Mohawk Group's recommended procedures, all stain removal costs will be the responsibility of the owner.

4. This Warranty applies only to products whose dye method is Solution Dyed. Only those designated products that contain 100% solution dyed yarns qualify.

### 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 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. OWNER OBLIGATION

1. The Owner must submit notice of all claims under this limited warranty to Mohawk within the installed life of the carpet from the date of carpet installation.

2. Claims must be submitted in writing and delivered to:  
Mohawk Group  
Attention: Claims Department  
508 East Morris St.  
P.O. Box 1448 Dalton, GA 30721

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, 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 the above warranty limitations and owner's obligations, the Mohawk Group shall repair or, in its sole discretion, replace any carpet which does not meet the requirements of this warranty, at no expense to the owner for any cost of the replacement carpet material, adhesive, labor for removal of the defective carpet, and/ or labor for the installation of any replacement carpet.
3. Subject to the above warranty limitations and owner's obligations, the Mohawk Group shall repair or, in its sole discretion, replace any carpet which does not meet the requirements of this warranty, at no expense to the owner for any cost of the replacement carpet material, adhesive, labor for removal of the defective carpet, and/ or labor for the installation of any replacement carpet.
4. 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 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 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.

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 Group responsibilities.

#### 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 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.
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.

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