



# 15-Year Limited Warranty

## Chloraguard

### I. Limited Warranty

This 15-Year Limited Warranty applies only to the original purchaser of Mohawk Group\* carpet made with Chloraguard - Bleach Resistant Technology. Subject to the limitations set forth herein, including the specifications and manufacturing tolerances established for the product, Mohawk Group warrants to the original Owner that the carpet will resist color loss from diluted bleach applications for a period of 15 years from the date of original installation. For purposes of this warranty, "diluted bleach applications" means spills or splashes on the carpet of diluted bleach solutions (10% or less) of the type normally used for cleaning or disinfecting purposes.

### II. Limitations & Exclusions

This warranty covers the original end use purchaser of the Mohawk carpet at its original installation site. This warranty is not transferable. The warranty applies only to indoor commercial installations where the carpet has been installed and maintained in accordance with Mohawk Group / Durkan recommended guidelines.

This warranty does not cover:

1. 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.
2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes
3. Differential fading and Color loss due to ozone or light exposure, shading, dye lot differences, and soiling
4. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed
5. Any condition that would have been visible upon inspection prior to installation

6. Any issues related to moisture and alkalinity in the substrate. Moisture and pH testing are not the responsibility of Mohawk Group

### III. Owner Obligation

This warranty shall not be effective unless the following conditions are satisfied:

1. Owner must submit notice of all claims under this Warranty to Mohawk Group within a reasonable time after discovery of the alleged defect and within the specified warranty period.
2. Claims must be submitted at [www.mohawknet.com](http://www.mohawknet.com) or in writing and delivered to the following:  
Mohawk Group  
Attention: Claims Department  
508 East Morris St.  
P.O. Box 1448  
Dalton, GA 30721
3. Carpet cleaning / spot cleaning procedures recommended by Mohawk Group must be followed. Mohawk Group does not recommend using bleach solutions for cleaning its carpet products.
4. The customer must provide Mohawk Group with reasonable cooperation in the performance of its obligations under this warranty.
5. The customer must provide Mohawk Group with proof of purchase showing the original installation date, in order to initiate a warranty claim.
6. If Mohawk Group 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

1. After receipt of proper written notice of the claim, Mohawk Group, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an



independent testing firm.

2. Subject to the warranty limitations and Owner's obligations, Mohawk Group shall, at its sole discretion, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mohawk Group carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet.
3. 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 or expenses in removing furniture or equipment from the affected area shall not be included in its obligation. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner.
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 Mohawk Group. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, Owner, or any third party. In no event shall Mohawk Group 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 Group. These are the exclusive remedies under the limited warranty set forth above.

**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 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 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 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.*