

Modular Warranty

(UltraSet RC, SelfLock)

This limited warranty applies only to purchasers of Aladdin Commercial modular carpets for indoor commercial installations. This warranty applies only to the following products: all modular products containing UltraSet RC or SelfLock.

The use of Mohawk branded adhesives are required to ensure optimum results and are the only approved adhesives warranted by Mohawk Industries. Failure to use Mohawk branded adhesives will result in warranties being null and void. Mohawk Industries warrants that our adhesives will bond the carpet to the properly prepared substrate for the life of the carpet. Only Mohawk branded adhesives are covered under this portion of the warranty. Substrate must meet Mohawk Industries' recommended floor preparation procedures.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with Aladdin Commercial's instructions and procedures and subject to the limitations set forth herein, Mohawk Industries warrants to the original owner the following:

I. Items Under Warranty

1. **Wear** – Mohawk Industries warrants for the life of the carpet that the carpet modules will not wear more than 10% of its surface for the life of the carpet.* “Wear” means the fiber loss from the carpet modules through normal abrasion and does not include crushing, flattening of the carpet pile in any area, nor staining, soiling, fading or change in carpet module appearance, nor fiber loss due to abnormal usage of the carpet.
2. **Static Protection** – Mohawk Industries warrants for the life of the carpet that the carpet modules will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134.
3. **Edge Ravel / Zippering** – Mohawk Industries warrants for the life of the carpet that the carpet modules will not zipper or develop continuous “pile yarn runners
4. **Delamination** – Mohawk Industries warrants for the life of the carpet that the carpet modules will not delaminate. Chair pads are not required for this warranty but are recommended for maximum appearance retention.
5. **Dimensional Stability** – Mohawk Industries warrants for the life of the carpet that the carpet modules will not lose their dimensional stability (i.e. shrink, grow, cup, dome) due to normal variations in atmospheric changes (temperature and/or humidity) or when maintained in accordance with Mohawk Industries' recommended maintenance procedures.

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 manufacturing defects in the carpet, including such disfigurement or damage as tears, burns, pulls, cuts, installation on stairs, damage resulting from improper cleaning agents or methods, or damage in transit.
2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
3. Differential fading from light exposure, shading, pile crush, dye lot differences or soiling.
4. Any condition that would have been visible upon inspection prior to installation.
5. 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 warranty to Mohawk Industries within a reasonable time after discovery of the alleged defect and within the specified warranty period.
2. Claims must be submitted in writing and delivered to the following:
Mohawk Industries
Attention: Claims Department
508 East Morris Street
Dalton, GA 30721
3. All areas in which carpet is to be replaced under the terms of this limited warranty must be free of all equipment, furnishing, partitions, and the like, at Owner's expense.

IV. Warranty Remedies:

1. After receipt of proper written notice of claim, Mohawk Industries will designate a representative to inspect the carpet with the Owner's representative.
2. Subject to the above warranty limitation and owner's obligations, Mohawk Industries 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. Any replacement will be made with a comparable product selected by Mohawk Industries from the then-current Aladdin Commercial running line. However, Mohawk Industries' 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 or equipment from the affected area be included in our obligation.

4. The remedies provided in connection with this 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 Industries. This warranty supersedes any additional or inconsistent warranty(s) set by dealer, owner, or any third party. In no event shall Mohawk Industries be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by a representative of Mohawk Industries 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 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 warranties state the limit of Mohawk Industries 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. 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.

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