



MOHAWK

AVIATION CARPET

Aircraft Carpet Woven Nylon Carpet Warranty

Mohawk Carpet Distribution, L.P., Aircraft Carpet Division guarantees that the surface fiber of this carpet will wear less than 10% by weight from abrasion over a period of (3) years from the date of installation. Any area showing greater wear under conditions of normal aircraft installation will be replaced at Mohawk's expense, as long as the carpet was properly installed and maintained. Our obligation shall be limited to the cost of the carpet replaced or refurbished, for that portion of the carpet which is unacceptable, and shall not include the incurring or reimbursing of any indirect costs or incidental or consequential damages arising from such activities. For example, damages arising from the interruption of use of the spaces affected shall not be included in our obligation.

I. Items Under Warranty:

1. WEAR – Mohawk Carpet Distribution, L.P., Aircraft Carpet Division 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 fiber loss due to abnormal usage of the carpet.
2. TUFT BIND – Mohawk Carpet Distribution, L.P., Aircraft Carpet Division warrants that its high-performance WOVEN 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 – Mohawk Carpet Distribution, L.P., Aircraft Carpet Division warrants the carpet will not give static discharges in excess of 2.5 KV when tested under AATCC Test Method #134-1979 for the life of the carpet.
4. DELAMINATION – Mohawk Carpet Distribution, L.P., Aircraft Carpet Division warrants that the carpet will not delaminate for the life of the carpet.
5. FUZZING - Mohawk Carpet Distribution, L.P., Aircraft Carpet Division warrants that the carpet will not have fuzzing for the life of the carpet due to the continuous filament nylon fibers used in the construction. Compared to wool carpets, which utilize yarns that are made of short staple fibers, carpets manufactured with continuous filament nylon fibers will not Fuzz.

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. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
3. Differential fading from light exposure, 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. 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:

Mohawk Carpet Distribution, L.P., Aircraft Carpet Division
1975 West Oak Circle
Marietta, GA 30062

3. All areas in which carpet is to be replaced under the terms of this warranty must be cleared of all equipment, furnishings, 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 Carpet Distribution, L.P., Aircraft Carpet Division will designate a representative to inspect the carpet with Owner's representative and Mohawk Carpet Distribution, L.P., Aircraft Carpet Division will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed upon in writing by Mohawk Carpet Distribution, L.P., Aircraft Carpet Division, and subject to the above warranty limitations and Owner obligations, Mohawk Carpet Distribution, L.P., Aircraft Carpet Division shall repair or, in its sole discretion, replace any carpet sold by it containing a defect covered by the above WOVEN warranty, at no expense to Owner.
3. Any replacement will be made with a comparable product selected by Mohawk Carpet Distribution, L.P., Aircraft Carpet Division from the then-current Mohawk Group running line. However, Mohawk Carpet Distribution, L.P., Aircraft Carpet Division'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 from the affected area, shall not be included in its obligation.
4. The remedies provided in connection with the WOVEN 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 Carpet Distribution, L.P., Aircraft Carpet Division. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, Owner, or any third party. In no event shall Mohawk Carpet Distribution, L.P., Aircraft Carpet Division 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 Carpet Distribution, L.P., Aircraft Carpet Division 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.

For questions or additional information please contact David Sandiford at:

Mohawk Aviation Carpet
1975 West Oak Circle
Marietta, GA 30062
PH: (678) 355-5796
FX: (678) 355-5812