



Warranties. THE LIMITED WARRANTIES APPLICABLE TO Mohawk-BRANDED PRODUCTS ARE INCLUDED IN THE DOCUMENTATION ALONG WITH THE PRODUCTS. Mohawk MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THIS SECTION AND IN Mohawk's APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. ANY SUCH WARRANTIES WILL BE EFFECTIVE, AND Mohawk WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES, ONLY UPON Mohawk's RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED. Mohawk DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Mohawk's RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO THE REPLACEMENT OF THE PRODUCT AS SET FORTH IN Mohawk's APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. Mohawk reserves the right to modify its warranty at any time, in its sole discretion.

Return Policies. Mohawk products that are purchased directly from Mohawk by an end-user Customer may be returned by Customer in accordance with Mohawk's "Return Policy" in effect on the date of the invoice.

Exchanges. From time to time, Mohawk may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with Mohawk's exchange policies in effect on the date of the exchange.

Products. Mohawk's policy is one of on-going product update and revision. Mohawk may revise and discontinue products at any time. Mohawk will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building Mohawk products are selected from new and equivalent-to-new parts and assemblies in accordance with industry practices.

Limitation of Liability. Mohawk DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE. Mohawk WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Applicable Law; Not For Resale. Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale. Mohawk has separate terms and conditions governing resales.

Service and Support. Mohawk endeavors to provide the best customer and technical telephone support in the industry. For end-user Customers, Mohawk promises that its support people will attempt to handle over the telephone any problem involving Mohawk products. However, Mohawk's support people may not be able to understand or resolve any given problem. Service offerings may vary from product to product. Mohawk has no obligation to provide service or support until Mohawk has received full payment for the product for which service or support is requested.