

MOHAWK RETURN MATERIAL AUTHORIZATION (RMA) POLICY **Effective January 1, 2013**

All RMA requests must initiate with Mohawk's Inside Sales Department representatives. Return freight terms will be assigned with the RMA number.

Cardboard dividers must be used between all reels to prevent reel flange damage to material.

Reels and cartons should be as clean as possible and free of staples, nails and customer markings and labels.

Reels and cartons should be separated and shipped on separate pallets if at all possible.

All pallets must be stretch-wrapped a minimum of 2 times if stretch-wrap equipment is available. If stretch-wrap equipment is not available, all products must be secured to prevent in-transit damage. Do not nail reels to each other or to pallets.

Credit will be issued within 30 calendar days upon receipt. **Do not deduct the return amount unless 30 days has passed and no credit memo has been issued.**

The RMA number must be included on the packing slip. The RMA number is effective for sixty (60) days. Mohawk will not accept material on an expired RMA unless arrangements have been made through the Inside Sales Department.

All material is subject to inspection by Mohawk. Credit will be granted only if the following conditions are met:

- Merchandise in saleable condition. (Saleable condition is product that is physically undamaged with acceptable ratings, in standard packages and when properly reprocessed for resale.)
- Merchandise is not a special or custom product. Special or custom made products are non-returnable.
- In the event of customer ordering error on specialty or custom items, customer has 48 hours after Mohawk order acknowledgement to modify or cancel any portion of the order. In the event of an order cancellation past this time, customer will be charged for any material or labor charges incurred up to the total order cost.

- Merchandise is not more than a year older than date of original invoice. Standard products older than one (1) year from date of the original Mohawk invoice are non-returnable.

Customer error returns are subject to approval and may be subject to a 25% restocking charge for handling, inspection and outgoing freight. The original invoice and purchase order number must be provided to ensure proper credit.

Defective product/Mohawk errors may be returned on freight collect basis using a Mohawk approved carrier. The reason must be listed with the RMA number. The original invoice and purchase order number must be provided to ensure proper credit. All claims for defective products or Mohawk related errors must be made within one (1) year from the original Mohawk invoice date. All claims for damaged products must be made within five (5) months. If a product is delivered damaged, sign the bill of lading "Refused as Damaged" with the Mohawk part number and footage. The damaged portion of the delivery should be immediately returned to Mohawk.



MOHAWK CABLE WARRANTY

1. Subject to the conditions set forth below, all Mohawk products supplied to Buyer are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (the "CABLE WARRANTY PERIOD") provided always that: (i) the products are installed by a person qualified to install such products and are handled and installed in accordance with the Mohawk guidelines set out in the booklet entitled "Installation, Connectivity and Verification", a copy of which is attached hereto; (ii) any and all moves, adds and changes are carried out by the same or substitute qualified person who installed the products; (iii) the Buyer requires that comprehensive records are kept by the ultimate customer for all maintenance of, and all moves, adds and changes to, the products, and those records are made available to Mohawk on request; (iv) Buyer gives Mohawk prompt oral, and confirmed written, notice of products which Buyer considers to be defective in workmanship or materials; and (v) the products otherwise receive normal and proper use, and due care in handling.
2. **MOHAWK EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY OTHER KIND, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, WITH RESPECT TO MOHAWK PRODUCTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER.**
3. **NORMAL WEAR AND TEAR, DETERIORATION DUE TO AGING OR DAMAGE CAUSED BY ENVIRONMENTAL CONDITIONS, ELECTRO-MAGNETIC INTERFERENCE (EMI) OR RADIO FREQUENCY INTERFERENCE (RFI) SHALL NOT CONSTITUTE A DEFECT OR FAILURE UNDER THIS WARRANTY. FURTHER, BUYER ACKNOWLEDGES THAT (a) SOME PRODUCTS OR MATERIALS USED IN MOHAWK'S PRODUCTS MAY HAVE A NORMAL LIFE EXPECTANCY THAT IS LESS THAN THE PERIOD OF THE WARRANTY SET OUT IN**



PARAGRAPH 1 ABOVE; AND (b) PREMISE CABLE IS NOT SUITABLE OR INTENDED FOR USE IN ANY ENVIRONMENT EXCEPT TYPICAL PREMISE ENVIRONMENTS, AND WITHOUT LIMITING THE FOREGOING, PREMISE CABLE IS NOT SUITABLE FOR OUTSIDE PLANT (OSP), STEAM TUNNELS OR FOR A MAXIMUM CONTINUOUS OPERATING TEMPERATURE OF MORE THAN 60° C.

4. Buyer's exclusive remedy and Mohawk's sole liability for any claim or cause of action involving Mohawk products, whether in contract, tort, or under any other theory is expressly limited, at Mohawk's option, to either replacement of the products or materials shown to be other than as warranted herein within the CABLE WARRANTY PERIOD, or, if conforming products or materials are not available, payment not to exceed the purchase price of the specific products or materials found not to be as warranted herein. THE WARRANTIES SET OUT HEREIN ARE SUBJECT TO THE CONDITIONS NUMBERED (i) THROUGH (v) SET OUT ABOVE. Upon receipt of notice from the Buyer in accordance with condition (iv), Mohawk shall instruct the Buyer concerning the repair or return thereof, and the issuance of appropriate credits.
5. If Buyer considers that any Mohawk products are not as warranted herein within the CABLE WARRANTY PERIOD, Buyer must discontinue use thereof or cause the ultimate customer to discontinue use thereof, and notify Mohawk in accordance with condition (iv) above so that the matter may be investigated and material inspected and examined by Mohawk without interference or delay.
6. UNDER NO CIRCUMSTANCES OR CONDITIONS SHALL MOHAWK BE LIABLE OR RESPONSIBLE FOR ANY CLAIM OF ANY BUYER FOR COSTS, EXPENSES, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF STORED DATA, LOSS OF ACTUAL OR ANTICIPATED PROFIT OR REVENUE, LOSS DUE TO FAILURE OF ANY SYSTEM OR COMPONENTS, OR DAMAGE TO BUSINESS REPUTATION) BEYOND THE PRICE OF THE PRODUCTS AS AND WHEN PURCHASED AND NO CHARGE FOR LABOR OR OTHER EXPENSE REQUIRED WILL BE ALLOWED. PRODUCTS OR MATERIALS REPLACED BY MOHAWK PURSUANT HERETO SHALL BECOME THE PROPERTY OF



- MOHAWK AND, AT MOHAWK'S REQUEST, SUCH MATERIAL SHALL BE RETURNED TO MOHAWK F.O.B. CITY OF DESTINATION.
7. THE BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED OR IN THIS WARRANTY SHALL BE ADEQUATE AND THE BUYER SHALL NOT ALLEGE THAT THOSE REMEDIES OR ANY OF THEM FAIL OF THEIR ESSENTIAL PURPOSE.
 8. Products not of Mohawk's manufacture and materials not of Mohawk/CDT's manufacture included in or forming part of any product are warranted only to the extent of the warranty of the original manufacturer.
 9. The terms of the United Nations Convention on Contracts for International Sale of Goods (1980) are hereby excluded from all sales or other supply of products to which this warranty relates.
 10. If any sentence, paragraph or clause of this Warranty is in violation of any law or is found to be otherwise unenforceable by a court from which there is no appeal, or no appeal is taken, such sentence, paragraph or clause shall be deleted and the remainder of this Warranty shall remain binding.