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**MOHAWK  
RETIREMENT SAVINGS PLAN**

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**Summary Plan Description**

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# 2019 MOHAWK INDUSTRIES RETIREMENT SAVINGS PLAN

## SUMMARY PLAN DESCRIPTION

### INTRODUCTION

Mohawk Industries (sometimes referred to as “Mohawk” or the “Company”) wants to help you prepare for your financial future. The Company has established two qualified retirement plans so that you and the Company can work together to provide financial security for your retirement. The two plans are known as:

- Mohawk Industries Retirement Plan 1; and
- Mohawk Industries Retirement Plan 2

The two plans are identical in every respect except for the employees eligible to participate in each plan. For salaried employees, hourly employees of Karastan Bigelow Group (KBY), and hourly employees of Lauren Park Mill (LPM), the term “Plan” will refer to the Mohawk Industries Retirement Plan 2. For all other hourly employees, the term “Plan” will refer to the Mohawk Industries Retirement Plan 1.

This Summary Plan Description (sometimes called an “SPD”) explains the major provisions of the Plan. It does not discuss every detail of the Plan, and it does not present some technical aspects of the Plan that may affect your right to participate in or receive benefits under the Plan. You should refer to the Plan for all details of the Plan’s operation. If there should ever be a conflict between this booklet and the official Plan documents, the Plan documents will govern in all cases.

This SPD reflects the terms of the Plan in effect on January 1, 2019.

The Plan may be examined during regular business hours in the Plan Administrator's office, or you may request a copy of the Plan from the Plan Administrator (a nominal fee may be charged for copies). You may also receive a current version of the SPD from the Plan Administrator without charge.

If you have any questions that are not answered by this SPD, please contact the Plan Administrator. Only the Plan Administrator (or an assigned agent of the Plan Administrator) is authorized to answer questions about the Plan.

In addition, the Company reserves the rights to amend, alter, modify, terminate or change, in any legal way, any or all of the benefits and provisions of the Plan. Also, participation in this Plan is not a guarantee of continued employment with the Company. Under no circumstances should this SPD be construed or represented as a contract that specifies terms or conditions of employment.

**Specific portions of this document designated with an asterisk (\*) constitute part of a prospectus covering securities that have been registered under the Securities Act of 1933. By giving a written or oral request for additional prospectus material, you can receive other information describing the issuance of Mohawk Industries, Inc. common stock through this Plan from the Plan Administrator. (See Appendix A)**

## HIGHLIGHTS OF THE PLAN

This summary gives you a quick reference for key Plan provisions. More information about additional provisions and features of the Plan is explained in detail later in this booklet.

### **Participation**

You automatically become a participant in the Plan on the first day of the calendar month on or immediately after the date that you have completed 60 consecutive days of employment if you are a full-time employee regularly scheduled to work 30 or more hours per week. Otherwise, you become a participant on the first day of the calendar month that coincides with or immediately follows your completion of a year of eligibility service (a 12 month period of employment during which you complete at least 1,000 hours of service).

### **Your Contributions**

You can save from 1% to 50% of your annual pay before Federal and, in most cases, state and city income taxes are withheld from your pay. This means you pay less in current income taxes. \* *Employees recognized as Highly Compensated Employees (HCE) are limited to 6% of annual pay.*

If you were hired or rehired after October 1, 2005, once you are eligible to participate in the Plan, you will automatically be deemed to have elected to contribute 3% of your pay to the Plan each pay period unless you elect otherwise.

Your contributions and earnings accumulate tax-deferred until withdrawn.

As of April 1, 2015 you can also make Roth deferral elections in addition to your pre-tax deferrals. If you elect to do so, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals, and in most cases the earnings on the deferrals, are not subject to federal income taxes until withdrawn.

Your total of your pre-tax and Roth deferrals cannot exceed the maximum limit under IRS rules. For 2018, the limit is \$18,500; if age 50 or over you may contribute an additional \$6,000 in "catch up" contributions to the Plan.

### **Mohawk Matching Contributions**

The Company may, but is not required to, make matching contributions.

### **Investment Options**

You may invest your account in multiples of 1%, among a variety of investment options.

### **Making Changes**

You can increase, decrease, or stop your before-tax contributions at any time. The change will be effective as soon as administratively possible.

You can change your investment elections for future contributions and your existing account balance on a daily basis.

### **Plan Payouts**

Your total account balance (including any investment gains or losses) will be paid to you or your beneficiary if you become disabled or die.

If you terminate employment for any other reason, you may receive your vested account balance (including any investment gains or losses).

While you are still employed, you can make a withdrawal from your account if you have a financial hardship or if you have reached age 59 1/2. You also can withdraw your rollover account and after-tax contribution account transferred to this plan from another plan that allowed after-tax contributions. You can borrow money from your account through the Plan's loan program.

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## SECTION 1.

## PARTICIPATION

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### Eligibility \*

**General Requirements.** All employees of the Company are eligible to participate in the Plan, except for leased employees, nonresident aliens who do not receive any U.S. source income, and individuals classified by the Company as independent contractors for purposes of withholding and the payment of employment taxes (regardless of whether the Company makes Social Security contributions on behalf of the individuals).

If you are currently a participant, you will continue to be a participant.

If you are newly hired and you are a full-time employee, you will automatically become a participant in the Plan on the first day of the month that coincides with, or immediately follows, your completion of 60 consecutive days of employment. For this purpose, you are a full-time employee if you are regularly scheduled to work at least 20 hours per week.

If you are newly hired and you are not a full-time employee, you will automatically become a participant in the Plan on the first day of the month that coincides with, or immediately follows, the date on which you complete a year of eligibility service. For this purpose, a year of eligibility service is a 12 month period during which you complete at least 1,000 hours of service. The first 12-month period begins on the date you are first employed by the Company. If you don't complete at least 1,000 hours of service during that period, the 12-month measuring period becomes the calendar year.

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### Re-employment \*

Special rules apply if you terminated employment with the Company and are subsequently rehired.

If you were a participant in the Plan when you terminated employment, you will become a participant in the Plan again when you are rehired as an eligible employee.

If you were eligible to join the Plan but had not become a participant before you terminated employment and you are rehired within 5 years, you will become a participant in the Plan when you are rehired as an eligible employee.

If you terminated employment before becoming a participant in the Plan and you are rehired after 5 years, you must satisfy the eligibility requirements described above after you are rehired before you can become a participant in the Plan.

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### Enrollment Process

Participants can elect to contribute between 1% and 50% of pay to the Plan as "before-tax contributions." \* *Employees recognized as Highly Compensated Employees (HCE) are limited to 6% of annual pay.*

If you were hired before July 1, 2001 for Plan 1, or January 1, 2002 for Plan 2, you were required to make an affirmative election in order to have before-tax contributions made to the Plan on your behalf. \*

If you were hired (or rehired) after June 30, 2001 Plan 1 or January 1, 2002 Plan 2 but before October 1, 2005, you were automatically enrolled in the Plan once you satisfied the eligibility requirements and, unless you elected otherwise, you were deemed to have elected to contribute 2% of your pay to the Plan each pay period as before-tax contributions. \*

If you are hired (or rehired) after October 1, 2005, you are automatically enrolled in the Plan once you have satisfied the eligibility requirements and, unless you elect otherwise, you are deemed to have elected to contribute 3% of your pay to the Plan each pay period as before-tax contributions. \*

Until you elect otherwise, any before-tax contributions made to the Plan on your behalf pursuant to a deemed election (as described above) will be invested in the Fidelity Freedom Fund with the date closest to the date you reach age 65. Fidelity Freedom Funds are target date funds. For more information on these funds call the Fidelity Retirement Benefits Line at 1-800-835-5087 or visit Fidelity NetBenefits online at [www.401k.com](http://www.401k.com).

If you would like to change the amount of your before-tax contributions, reallocate your investments, or decline participation in the Plan, you can do so by calling Fidelity's Retirement Benefits Line at 1-800-835-5087 or by visiting Fidelity NetBenefits online at [www.401k.com](http://www.401k.com). However, please note that you will not be able to use Fidelity's Retirement Benefits Line or Fidelity NetBenefits until you have been employed by the Company for at least 45 days.

On your first call or visit to website, you will be prompted to establish your personal identification number (PIN). Please note that the PIN you establish is the electronic equivalent of your legal signature and your authorization to initiate and accept transactions. Because transactions to your account can be made by anyone who has your PIN, you should not share it with anyone.

Contributing to the Plan is voluntary. But the sooner you contribute, the sooner you'll enjoy the advantages of before-tax savings, Company matching contributions and the opportunity for tax-deferred investment growth.

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**Subsequent Changes \*** Once you are a participant in the Plan, future changes can be made through Fidelity's Retirement Benefits Line by calling 1-800-835-5087 or via Fidelity NetBenefits on the web at [www.401k.com](http://www.401k.com). You will be able to:

- Obtain your account balance,
- Obtain investment fund information including rates of return of the funds and investment expenses,
- Get loan information and process a loan,
- Obtain withdrawal information and initiate a withdrawal, and
- Make changes in your contribution rate and investment election.

## SECTION 2.

## HOW MUCH YOU CAN SAVE

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### Electing an Amount to Save

You can elect to contribute from 1% to 50% of your pay, in whole percentages, to the Plan. Employees recognized as Highly Compensated Employees (annual income at or above \$120,000) are limited to 6% of annual pay. Your before-tax contributions will automatically be deducted from your pay through payroll deductions before Federal and, in most cases, state and city income taxes are withheld. These before-tax contributions will be credited to your account under the Plan.

Effective April 1, 2015 you can also make Roth after-tax contributions to the Plan. Like with before-tax contributions Roth contributions will be automatically deducted from your pay and credited to your account. Unlike before-tax contributions, Roth contributions are made after Federal, state and city taxes are withheld.

For Plan purposes, your “pay” is your W-2 compensation plus your before-tax contributions under the Plan and any pre-tax contributions you make to a Section 125 plan (a “cafeteria plan”) or to a Section 132(f) arrangement (a qualified transportation fringe benefit arrangement). Your “pay” does not include any (i) short term disability pay, (ii) service award pay, (iii) expense allowances, (iv) fringe benefits (cash and non-cash), (v) moving expenses, (vi) deferred compensation (including benefits under a stock option plan), or (vii) welfare benefits (including worker’s compensation payments of any type or severance pay of any type but not sick pay or vacation pay).

### Example

Here’s an example of how saving on a before-tax basis works:

Assume you are earning \$20,000 a year and you decide to save 5% of your pay ( $\$20,000 \times 5\% = \$1,000$ ). If that \$1,000 is deposited into a regular bank savings account, it is counted as income for tax purposes. So the taxable income reported on your W-2 form is still \$20,000.

However, if you put that \$1,000 into the Plan as before-tax contributions, it is not included as taxable income on your W-2 form. Instead, your taxable income is \$19,000 ( $\$20,000 - \$1,000$ ) and that is the amount on which you pay taxes.

Although state and city income tax laws vary, they usually follow the Federal rules. You may wish to consult a tax advisor to determine how your savings will be taxed under your local laws. Social Security taxes will apply to your contributions to the Plan. You will pay income taxes on your account balance when you withdraw it from the Plan.

Here’s an example of how saving on a Roth after-tax basis works:

Use the above example of earning \$20,000 annual income. If you decide to contribute an additional 5% of your income ( $\$20,000 \times 5\% = \$1,000$ ) as Roth after-tax contributions, the \$1,000 will be included as earned income and taxed at the applicable rate. However, this \$1,000 can be withdrawn (with earnings) tax-free in the future as long as it has been 5 years since your first Roth contribution and you are at least 59 ½ years old.

Your contributions to Roth and before-tax 401(k) combined cannot exceed the IRS limits of \$18,500 for individual elective deferrals in 2018.

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**Tax Saver's Credit**

Your contribution to the Plan could provide you with even more in tax savings because up to \$2,000 of your before-tax contributions may be eligible for the Saver's Credit. The tax credit is based on your Adjusted Gross Income (AGI) and the amount of eligible contributions you make. Here is how the Saver's Credit works during 2018:

If your Adjusted Gross Income was:		Tax Credit
Individual	Joint	
\$0 - \$18,500	\$0 - \$37,000	50%
\$18,501 - \$20,000	\$37,001 - \$40,000	20%
\$20,001 - \$31,000	\$40,001 - \$62,000	10%

These dollar amounts may change in subsequent years. To learn more, pick up a copy of the Saver's Credit Information Sheet available in Human Resources.

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**Changing Your Savings Amount**

You may increase, decrease, or stop your before-tax contributions at any time. The change will be effective as soon as administratively possible (but no earlier than the first pay period that begins at least seven days after receipt of your election change).

To make a change, call the Fidelity Retirement Benefits Line at 1-800-835-5087 or visit Fidelity NetBenefits online at [www.401k.com](http://www.401k.com).

### **SECTION 3.**

### **COMPANY CONTRIBUTIONS**

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**Matching  
Contributions \***

The Company may, but is not required to, make a matching contribution to the Plan for a Plan Year on behalf of each participant who makes before-tax contributions to the Plan during the Plan Year.

As stated previously, these are discretionary matching contributions, and the Company may change the timing of, or the formula for calculating, the matching contribution in the future. In addition, the Company may discontinue matching contributions in the future. The Company will notify you of any such changes relating to the matching contributions under the Plan.

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**Profit Sharing  
Contributions\***

At the end of each Plan Year, the Company may, but is not required to, make a profit sharing contribution to the Plan for that Plan Year.

If the Company makes a profit sharing contribution to the Plan for a Plan Year, that contribution will be allocated among all eligible participants in the proportion that each eligible participant's pay for the Plan Year bears to the pay of all eligible participants for the Plan Year. For this purpose, only pay earned by an eligible participant while he is a participant in the Plan will be counted.

You will be an eligible participant for a Plan Year if you were employed by the Company on the last day of the Plan Year (December 31) or if you retired, died or became disabled during the Plan Year.

## SECTION 4.

## INVESTING YOUR ACCOUNT

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### **Your Investment Choices**

The Plan Administrator has selected several investment options (the “funds”) that are offered as Plan investments. Those funds have different investment characteristics and offer different levels of risk and return. For example, one investment option may invest primarily in common stocks of corporations, while another may invest primarily in bonds. You determine how your account is distributed among the investment options offered.

Investment elections can include any number of the available options, but allocations must be in whole percentage amounts. If you fail to make any investment elections, amounts contributed to your account will be invested in a default fund selected by the Plan Administrator. Additional information regarding each investment fund is contained in each fund’s prospectus and other securities filings. Prospectuses and securities filings are not prepared by the Plan Administrator. The Plan Administrator assumes that such documents are accurate and complete. However, the Plan Administrator does not have the ability to determine whether such documents are accurate and does not guarantee the accuracy of any prospectus or any other document created for the purpose of complying with Securities laws.

In addition, as you direct your investments, you should be aware that many mutual fund families place restrictions on the number of times that you may trade within a fund over certain periods of time. You should carefully review the mutual fund prospectuses for information regarding trading restrictions and redemption fees that you may be charged should you violate these restrictions. In certain situations (for example excessive trading, etc.), there may be limitations regarding transfers.

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### **You are Responsible For Your Investment Decisions**

The Plan is an “ERISA 404(c) plan,” which means that the Plan is intended to comply with Section 404(c) of ERISA and Department of Labor Regulation 2550.404c-1. By complying with this section of ERISA and these regulations, the Plan’s fiduciaries are relieved of liability for any losses that directly result from a participant’s or a beneficiary’s investment instructions. This simply means that you are legally responsible for your own investment decisions.

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### **Establishing an Investment Portfolio**

You should carefully consider how to invest the funds in your account. The available investment options offer varying degrees of risk and have different investment goals, so review each option before choosing where to invest your savings. To help you learn about each of the available investment options, information about each of the investment options has been made available to you. You should read this information carefully and make sure you understand it. The investment options offered generally do not guarantee preservation of principal. In other words, the value of your investments can go up or down.

After you read the investment information, you should analyze your personal financial situation. If you have many years to go

before you retire, or if you have more than adequate retirement funds, you may want to invest in the funds that have greater risk but also greater potential for long-term returns. If you are risk-adverse or are closer to retirement, you may want to concentrate on funds that are less volatile and more conservative. You may want to consult your personal investment advisor about the best way to invest your account.

The information provided to you (which may be provided in the form of a prospectus) will include: a description of each available investment option, including the investment objectives of that option; the types of assets in which the fund is invested; the risk and return characteristics of the fund; the name of any investment managers; a description of any fees or expenses that may be charged to your account; and a prospectus if the investment option has one. If, because of an oversight, you do not receive any of the materials listed above, please contact the Plan Administrator and the information will be provided to you.

You also have the right to request additional information about each investment option. The information you may request includes: a description of the annual operating expenses of the fund to the extent that those expenses may reduce the rate of return of the fund; copies of any prospectuses, financial statements and any other reports about the fund that have been provided to the Plan Administrator; a list of assets held by the fund; information concerning the value of shares or units of the fund; and information regarding the historical investment return of the fund, net of expenses.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals and different tolerances for risk.

**If you do not indicate your investment choices using Fidelity NetBenefits at [www.401k.com](http://www.401k.com) or Fidelity's Retirement Benefits Line at 1-800-835-5087, your account will automatically be invested in the Fidelity Freedom Fund with the date which is closest to the year you turn age 65.**

**For more information on the investment funds, you should call a Fidelity representative at 1-800-835-5087 or go online at [www.401k.com](http://www.401k.com).**

**After the end of each calendar quarter, you will receive a statement that will detail your account with information including account balances and investment allocations.**

You will periodically be given materials describing the objectives of the funds and the past performance of the funds.

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**Changing Your  
Investment Elections**

You can change the allocation of your future contributions or transfer existing balances in multiples of 1% on a daily basis.

To make a change, call the Fidelity Retirement Benefits Line at 1-800-835-5087 or go online to Fidelity NetBenefits on the web at [www.401k.com](http://www.401k.com). Requests made by 4:00 p.m. Eastern Time will receive that business day's closing price. Except as otherwise described below for transfers into the Mohawk Stock Fund, requests made after 4:00 p.m. Eastern Time, or on weekends or holidays, will receive the next business day's closing price.

If you request a transfer from another investment fund into the Mohawk Stock Fund, the timing will be as follows:

- A request made on a business day by 4:00 p.m. Eastern Time will result in the mutual funds being liquidated (sold) at that day's closing price.
- The next business day, the proceeds (money) from the liquidation (sale) will be used to buy company stock on the open market.
- On the third business day, the transaction will be completed and reflected in your account.

## **SECTION 5.**

## **WHEN YOU CAN RECEIVE A DISTRIBUTION \***

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### **Vesting**

If you terminate employment on account of your death or disability or after you reach age 55, you (or your beneficiary) will be eligible to receive a distribution of your total account balance under the Plan (i.e., you become 100% vested due to your death or disability on attainment of age 55). If you die after December 31, 2006 while on military leave performing qualified military service, you shall be deemed to have died while employed by the Employer and you will be 100% vested in the portion of your account attributable to company matching and profit sharing contributions (and the earnings and losses on those contributions).

If you terminate employment for any other reason, you will be eligible to receive a distribution of your total vested account balance under the Plan. You will forfeit the non-vested portion of your account when you receive a distribution of the total vested portion of your account. The forfeited amount will be used to pay administrative expenses of the Plan or to fund Company contributions under the Plan.

You are always 100% vested in the portion of your account balance attributable to your before-tax contributions, any after-tax contributions that have been transferred to this Plan, and to any rollover contributions you make to the Plan (and the earnings and losses on those contributions).

You will become 100% vested in the portion of your account attributable to Company matching and profit sharing contributions (and the earnings and losses on those contributions) after you complete one year of vesting service with the Company. If you terminate employment before you complete one year of vesting service with the Company (other than termination due to death, disability), you will be 0% vested in those contributions (and the earnings and losses on those contributions).

Notwithstanding the prior paragraph, if you completed an hour of service under the Plan after December 31, 1992 and you became a participant in the Plan prior to January 1, 2001, you are always 100% vested in the portion of your account attributable to company matching and profit sharing contributions (and the earnings and losses on those contributions).

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### **Survivor Benefits**

If you die while employed by the Company, your beneficiary will receive the total amount of your account balance. If you die after you terminate employment, your beneficiary will receive the total vested amount of your account balance.

You should designate the person or persons who will receive your benefits under the Plan in the event of your death. If you are married and you designate someone other than your spouse to be your beneficiary, your spouse must consent to your choice of a non-spousal beneficiary. Your spouse's consent must be in writing and witnessed by a notary public.

If you fail to designate a beneficiary or if your designated beneficiary dies before you, the Plan provides for the payment of your death benefit to your spouse (if you are married) or to your estate (if you are not married).

To designate your beneficiary or to get more information call the Fidelity Retirement Benefits Line at 1-800-835-5087 or visit Fidelity NetBenefits online at [www.401k.com](http://www.401k.com).

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**Special Payments Rules** Generally, your payments must begin no later than April 1 of the calendar year following the calendar year in which you reach age 70 ½ or terminate employment, whichever is later. However, if you are 5-percent owner of the Company, your payments must begin no later than April 1 of the calendar year following the calendar year in which you reach age 70 ½.

## SECTION 6.

## HOW YOUR ACCOUNT IS PAID OUT \*

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### Methods of Distribution

A participant may elect to receive a distribution of their vested account in the form of a lump sum or substantially equal monthly installments over a period selected by the participant. A beneficiary under the Plan shall only be eligible to receive benefits payable in the form of a single lump sum payment. If any portion of your account is invested in the Mohawk company stock fund, you may elect to receive any whole shares of stock. Fractional shares will be paid in cash. If your account balance is less than \$1,000 your account will be paid out in cash unless you chose a rollover. Unless you make another election and your account balance is between \$1,000 and \$5,000 your account will be rolled into a Fidelity IRA established for your benefit and your account balance will be invested in an investment product designed to preserve principal and provide a reasonable rate of return. Fees and expenses for the IRA will be charged against your account. You may access information on your Fidelity IRA by calling 800-544-6666.

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### Taxes on Payments

The IRS has established guidelines for the taxation of distributions and withdrawals from qualified retirement plans such as this Plan. The following discussions highlight several important tax rules. However, because these federal guidelines are complicated and subject to change, you may want to consult a tax advisor before you receive a distribution or withdrawal from the Plan. In addition, you can obtain a copy of the "Participant Distribution Notice," which is available from the Plan Administrator.

The types of taxes that can affect your Plan distribution:

- ordinary income tax, and
- the 10% penalty tax

You will not be taxed on Roth distributions if the distribution is deemed as "qualified". In order to be a qualified distribution, you must be at least age 59 ½ and the distribution cannot be made prior to the expiration of the 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to the Plan and ending on the last day of the calendar year that is 5 years later. For example, if you make your first Roth 401(k) deferral on November 20, 2017 your participation period will end December 31, 2021.

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### Ordinary Income Tax

When you receive a distribution of your account, the distribution is generally taxable to you in the year in which you receive the distribution. However, you can defer your tax obligation by arranging to have the taxable portion of the payment directly "rolled over" from the Plan into an individual retirement account (IRA) or an eligible employer plan. If you do not arrange a "rollover" of this payment, Federal law requires that 20% of the taxable portion of your distribution be automatically withheld for Federal income tax purposes. The amount withheld will be credited against any Federal income tax you owe for the year.

If you do not arrange for a direct rollover, you can still defer the tax due on the lump sum payment, even though the 20% withholding described above would have been withheld from the payment you received. The tax can be deferred if, within 60 days after you receive the payment, you yourself roll over your distribution to an

IRA or an eligible employer plan. If you wish to defer the full amount of the tax, you must contribute an additional amount to the IRA or eligible employer plan equal to the 20% that was withheld. If you do this, depending upon the total amount of Federal income tax you owe for the year, you may be entitled to a refund of the amount that was withheld. You will receive the refund, if any, when you file your Federal income tax return for the year in which you received the distribution. For more information, you can request a copy of the "Participant Distribution Notice" from the Plan Administrator.

These rollover and withholding rules apply to payments made to participants, to payments made to surviving spouses of participants, and to payments made to spouses or former spouses who are alternate payees under qualified domestic relations orders. Rollovers by non-spousal beneficiaries are subject to additional requirements. Contact Fidelity Investments at 1-800-835-5087 or your tax adviser for more information.

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**10% Penalty\***

The IRS imposes a 10% early withdrawal penalty tax on certain distributions and withdrawals from the Plan. The 10% penalty tax will **not** apply if:

- The distribution is made due to your death or disability,
- You roll over the distribution to an IRA or eligible employer plan,
- A distribution is made to your spouse or dependent as required under the terms of a qualified domestic relations order,
- The distribution is used for unreimbursed medical expenses, as defined by the IRS, that exceed 7.5% of your adjusted gross income, or
- The distribution is made after you reach age 59 1/2 or after you terminate employment at age 55 or older.

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**How to Request a Benefit Payment**

To request a benefit payment, you must contact Fidelity. You can do this online through Fidelity NetBenefits at [www.401k.com](http://www.401k.com) or by calling Fidelity's Retirement Benefits Line at 1-800-835-5087.

## SECTION 7.

### LOANS \*

You can borrow money from your account balance if you are an active employee or, as required by Federal law, a “party in interest”.

You can only have one loan outstanding from the Plan at any time. If you pay off your loan, you must wait 30 days before you are eligible to take another loan. The minimum amount you can borrow from the Plan is \$1,000. The maximum amount you can borrow from the Plan is the lesser of:

- 50% of your vested account balance, or
- \$50,000, reduced by the highest outstanding loan balance you had during the preceding 1-year period.

The interest rate for a loan will be the prime rate plus 1%. The interest rate will remain constant for the term of the loan.

You can request a loan or loan payment information by contacting Fidelity NetBenefits online at [www.401k.com](http://www.401k.com) or by calling Fidelity's Retirement Benefits Line at 1-800-835-5087.

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### Repayments

The repayment period on your loan cannot be less than one year or more than four years. However, if the loan is to be used for you to acquire your principal residence, the repayment period may be for up to ten years.

You must repay your loan in regular payments of principal and interest. All loan repayments will be made through payroll deductions. You can also repay the entire unpaid balance of your loan in a lump sum payment at any time, without penalty. To do so, you should call Fidelity's Retirement Benefits Line at 1-800-835-5087.

If you terminate employment with the Company and wish to continue your loan repayments, you must call Fidelity's Retirement Benefits Line at 1-800-835-5087 to set up monthly repayments made directly to Fidelity. You must request such direct repayments to Fidelity within 60 days of the date you terminated employment.

Participants on short term disability will have loan repayments deducted from their disability payments. Loan repayments for participants on military service will be suspended during that period of military service, and repayments will be extended by the length of time of the leave when they return. Participants on leave without pay will have repayments suspended during their leave (up to one year) and their loan repayments will be re-amortized upon their return so that the length of the repayment period does not exceed four years.

If you fail to repay your loan, the loan will be considered in “default” and treated as a taxable distribution, making it subject Federal and state income taxes and to the 10% early withdrawal penalty.

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**Additional Loan Rules**

An administrative fee of \$50 will be charged for each approved loan. This fee will be deducted from your account balance.

An additional administrative fee of \$6.25 will be deducted quarterly from your account balance for the duration of the loan.

When a loan is made, the amount will be taken from your account in the following order, depleting the amounts available by money type before proceeding to the next level of priority:

- (1) First, your rollover balance (if applicable)
- (2) Next, your before-tax contributions
- (3) Next, your company matching contributions
- (4) Next, your company profit sharing contributions

Loan repayments will be made to the money types from which they were taken.

The money will be taken pro-rata from each investment fund in which your account is invested. Loan repayments will be invested in accordance with current investment elections for contributions.

## SECTION 8.

## WITHDRAWALS

Although the Plan is intended to help you save for your retirement, the Company realizes that you may need to make a withdrawal from the Plan while you are still employed by the Company.

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**In-Service Withdrawals \*** Under limited circumstances, you can withdraw certain amounts from your account while you are still employed by the Company, as follows:

- If you have reached age 59-1/2, you can withdraw all or part of your account under the Plan.
- At any time, you can withdrawal all or part of the portion of your account attributable to your rollover contributions to the Plan (and the earnings or losses on those contributions).
- At any time, you can withdraw all or any portion of the after-tax contributions you made under a transferor plan that were transferred to this Plan (and the earnings or losses on those contributions).

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**Withdrawal Procedures** To make an in-service withdrawal, you should contact Fidelity either on line at [www.401k.com](http://www.401k.com) or by calling Fidelity's Retirement Benefits Line at 1-800-835-5087. If you are eligible, your withdrawal will be paid to you as soon as practicable after your is processed.

The amount withdrawn will be taken proportionally from each fund in which you have invested your account.

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**Hardship Withdrawals \*** Before age 59 ½, you can withdraw your before-tax contributions (but not the earnings on those contributions) if you have a financial hardship.

The Plan's definition of a financial hardship is based on IRS guidelines. These IRS guidelines may change from time to time. However, based on the current IRS guidelines, the Plan defines a financial hardship as an immediate and heavy financial need arising from:

- expenses for (or necessary to obtain) medical care for you, your spouse or dependents (to the extent not covered by insurance),
- costs directly related to your purchase of your principal residence (excluding mortgage payments),
- tuition, room and board, and related educational expenses for the next 12 months of post-secondary education for you, your spouse, children or your dependents,
- amounts necessary to prevent your eviction from your principal residence or to prevent foreclosure on your principal residence,
- funeral expenses for your deceased parent, spouse, child or dependent, or
- expenses for the repair of damage to your principal residence that would qualify for a casualty deduction.

The amount of your hardship withdrawal cannot be more than the amount needed to meet the financial need created by the hardship.

The minimum amount you can withdraw as a hardship withdrawal is lesser of:

- \$100, or
- the amount of your remaining before-tax contributions under the Plan.

You can only take one hardship withdrawal from the Plan in any calendar year.

In order to receive a hardship withdrawal, you must first take all non-taxable loans and all distributions available to you under the Plan and under any other plans maintained by the Company.

Once you receive a hardship withdrawal, you cannot make before-tax contributions to this Plan (any other plan maintained by the Company) for at least 6 months. To resume contributions, you must initiate a change by contacting Fidelity.

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**Documentation Requirements**

In order for the Plan to approve your hardship withdrawal, you must submit adequate supporting documentation with your application. If you wish to receive a hardship withdrawal from the Plan, you should contact Fidelity for an application and a list of the required supporting documentation.

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**Hardship Withdrawal Procedures**

To make a hardship withdrawal, you should contact Fidelity either online at [www.401k.com](http://www.401k.com) or by calling Fidelity's Retirement Benefits Line at 1-800-835-5087. If you are eligible, your withdrawal will be paid to you as soon as practicable after your request for the hardship withdrawal is processed.

The amount withdrawn will be taken proportionally from each fund in which you have invested your account.

## SECTION 9.

## OTHER IMPORTANT INFORMATION

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### **Rollovers from Other Plans**

If you are an employee who is eligible to participate in the Plan, you can “roll over” a distribution you receive from a tax-qualified plan of a former employer into the Plan. You can make a rollover contribution to the Plan before you have satisfied the applicable service requirement to become a participant in the Plan, but you will not be eligible to make before-tax contributions to the Plan or to receive allocations of matching and profit sharing contributions under the Plan until you have satisfied the applicable service requirement.

By making a rollover contribution to the Plan, you will continue to defer paying taxes on money you rolled over to the Plan. This situation could occur, for example, if you worked for another employer prior to working for the Company, and you received a qualifying payout from the other employer’s plan. That payout could be transferred to this Plan either directly or indirectly from a conduit IRA that was established for the purpose of holding the qualified plan distribution.

The Plan Administrator may request information from you in order to determine that a proper rollover contribution is being made.

If you were a participant in a predecessor plan that was merged into the Plan, the entire amount credited to your account under that plan was automatically transferred directly from that plan’s trustee to this Plan’s trustee. Any money transferred to the Plan will be invested by you just like the regular savings you accumulate under the Plan and will be distributed at the same time as other amounts in your account.

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**Maximum Contributions\*** Because your before-tax contributions are subject to federal government limitations, in certain circumstances, you may not be able to save the entire 50% of pay allowed by the Plan.

Each year, the IRS will adjust the maximum amount you can save on a before-tax basis. This annual adjustment is based on the cost of living adjustment factor provided by the Federal government. For 2018 the most an employee can save in a plan like this one is \$18,500. If the amount you contribute to this Plan, together with your contributions to any other before-tax savings plans, exceeds the IRS annual limit in any calendar year, you must notify the Plan Administrator, in writing, by March 1 of the following year. You will receive a refund of your excess contributions by April 15 of that year.

If you attain age 50 before the close of the Plan Year, you are eligible to make catch-up contributions during that year and each year going forward. The 2018 limit for catch-up contributions is \$6,000. Individuals age 50 and over may contribute a total of \$24,500 to the Plan in 2018.

In addition, the Company will test the Plan each year to make sure that highly paid employees are not saving a disproportionately higher percentage of pay than all other employees. Depending on the results of this test, certain highly paid employees may be required to limit the amount of their savings, or the Company may

limit its contributions to those individual's accounts. You will be notified if you are affected by these limits.

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**Claims Procedure**

If you (or your spouse, beneficiary or legal representative) have any grievance, complaint or claim concerning any aspect of the operation or administration of the Plan, you can submit a claim to the Plan Administrator. Your claim must be in writing and should describe the nature of the claim and reasons why your claim should be granted under the terms of the Plan. If documentary evidence is available to support your claim you should submit that evidence with your claim, or if the evidence is not within your possession, you should indicate in your complaint where it may be located.

Such a claim must be submitted within one year of (i) in the case of any lump sum payment, the date on which the payment was made, (ii) in the case of an annuity or installment payment, the date of the first payment in the series of payments, or (iii) for all other claims, the date on which the action complained of or grieved of occurred.

In the usual course, the Plan Administrator will issue a ruling on your claim within 60 days of the date your claim was received. However, if special circumstances require extra time for your claim to be processed, the 60-day period may be extended for up to 60 additional days. If an extension of time is required, you will be notified in writing of this extension prior to the expiration of the initial 60-day period.

If your claim is denied in whole or in part, you will be notified in writing of the decision. The notice will include the following information:

- the specific reason or reasons for the denial,
- specific reference to the relevant Plan provisions on which the denial is based,
- a description of any additional material or information necessary for you to perfect your claim and an explanation of why such information is necessary, and
- an explanation of the Plan's claims review procedures, the time limits under the procedures and a statement regarding your right to bring a civil action under ERISA Section 502(a) if your claim is denied on appeal.

Within 60 days of your receipt of the written notice of the denial of your claim, you may appeal the denial by submitting a written statement to the Plan Administrator requesting a review of the decision. Your appeal should set forth the reason(s) supporting your claim, the reason(s) the claim should not have been denied, and any other issues, comments, documents or records that you believe are relevant to your claim. If you do not file your appeal within 60 days, your claim will be extinguished.

Within 60 days of the date your appeal is received, the Plan Administrator will notify you in writing of its final decision with respect to your claim. If special circumstances require extra time for your appeal to be reviewed, the Plan Administrator may extend the 60-day period for up to 60 additional days. If an extension of time is

required, you will be notified in writing of this extension prior to the expiration of the initial 60-day period. In reviewing your appeal, the Plan Administrator will take into account all information relating to your claim.

If your appeal is denied by the Plan Administrator, the notification will include the following information:

- the specific reason or reasons for the denial,
- specific reference to the relevant Plan provisions on which the denial is based,
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, and
- a statement describing your right to bring a civil action under ERISA Section 502(a) and the time limits for bringing such civil action.

The Plan Administrator's decision on your appeal will be final and conclusive. You cannot bring a suit in court for a benefit under the Plan until you have exhausted the claims and appeal procedures described above. In addition, you cannot file suit for a benefit under the Plan later than one year from the date of the Plan Administrator's decision on your appeal (or, if no decision on your appeal is furnished to you within 120 days of the Plan Administrator's receipt of your appeal, no later than one year from the 120th day after the Plan Administrator receives your appeal).

The claims and appeal procedures described in this SPD are the exclusive dispute resolution procedures provided under the Plan. If you have any questions about these procedures, you should contact the Plan Administrator.

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**Assignment of Rights \*** Your benefits under the Plan belong to you and, except in the case of a qualified domestic relations order (as described below), cannot be assigned, transferred, or pledged to a third party, for example, as security for a loan or other debt. In addition, under certain circumstances, a lien against your benefits under the Plan may be made by federal or state governments.

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**Qualified Domestic Relations Orders** A domestic relations order is a judgment, decree or court order that requires the Plan to pay all or a portion of your benefits under the Plan to your spouse, former spouse, child or other dependent (the "alternate payee"). A qualified domestic relations order (a "QDRO") is a domestic relations order that meets certain requirements under the Internal Revenue Code and ERISA, as determined by the Plan Administrator.

All domestic relations orders relating to the Plan are referred to Fidelity Investments. For assistance contact Fidelity at 1-800-835-5087 or access the QDRO Center website at [QDRO.Fidelity.com](http://QDRO.Fidelity.com).

If the Company or the Plan Administrator receives a domestic relations order relating to your benefits under the Plan, the alternate payee and you will be notified of the Plan's procedures for

determining whether the domestic relations order is a QDRO. You can obtain a copy of the Plan's procedures governing QDROs, without charge to you, by requesting a copy from Fidelity Investments.

Participants are responsible for the costs associated with qualifying and processing domestic relations orders. The costs of qualifying a domestic relations order and processing the changes to the participant's account are as follows:

- \$300 for review of an unaltered web generated order, created using the Fidelity QDRO Center website, which references only one plan
- \$1,200 for the review of a non-web generated order or a web generated order which has been subsequently altered,
- 1,800 for the review of a non-web generated order which references multiple plans

<b>Loss of Benefits</b>	You may lose benefits due to adverse investment experience, by the operation of limitations presently in the Internal Revenue Code or enacted in the future, by the imposition of income, penalty and/or excise taxes on your benefits, or by the application of a QDRO.
<b>Amendment or Termination of the Plan*</b>	While Mohawk Industries expects the Plan to continue, it reserves the right to amend, discontinue or terminate the Plan at any time. The Managers of Mohawk Industries are ultimately responsible for any amendments to the Plan and the amendment process itself. If the Plan is terminated, current tax law may require your account balance to remain in the trust fund until you terminate employment.
<b>Federal Pension Benefit Insurance*</b>	Your benefits under the Plan are not covered by the Pension Benefit Guaranty Corporation (PBGC). The PBGC insures certain benefits under defined benefit plans in the event of plan termination, but does not insure the benefits under defined contribution plans (such as the Plan).
<b>Name and Type of Plan *</b>	For salaried employees, hourly employees of Karastan Bigelow Group (KBY), and hourly employees of Lauren Park Mill (LPM), the term "Plan" will refer to the Mohawk Industries Retirement Plan 2. For all other hourly employees, the term "Plan" will refer to the Mohawk Industries Retirement Plan 1. Both plans are qualified defined contribution plans under Section 401(a) of the Internal Revenue Code.
<b>Plan Identification Number (PIN)</b>	The Plan number assigned by the Company to the Mohawk Industries, Retirement Plan 1 is: 001  The Plan number assigned by the Company to the Mohawk Industries Retirement Plan 2 is: 002
<b>Plan Sponsor *</b>	Mohawk Industries is the sponsor of the Plan. Mohawk Industries address and telephone number are:  Mohawk Industries 160 South Industrial Boulevard Calhoun, GA 30701 (706) 629-7721

A complete list of employers sponsoring the Plan may be obtained from the Plan Administrator and is available for examination by participants and beneficiaries.

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<b>Employer Identification Number</b>	The employer identification number assigned to the Sponsor by the IRS is 58-2185429.
<b>Plan Administrator *</b>	<p>The Plan Administrator is the committee appointed by Mohawk Industries to administer the Plan. The Plan Administrator's name, address and telephone number are:</p> <p>The Administrative Committee of the Mohawk Industries Retirement Plans c/o Mohawk Carpet, LLC 160 South Industrial Boulevard Calhoun, GA 30701 (706) 629-7721</p> <p>The Plan Administrator has exclusive discretionary authority to construe and interpret the terms of the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and its decisions on such matters are final and conclusive.</p>
<b>Stock Issuer *</b>	<p>Mohawk Industries, Inc., the issuer of the shares of Mohawk Industries, Inc. common stock offered under the Mohawk Stock Fund (the "Issuer"), has offered 1,000,000 shares of Mohawk common stock pursuant to this Plan. The price of the securities offered will be the fair market price at the time of purchase by the Trustee. Employees' purchases of shares through payroll deduction will be conducted in accordance with administrative procedures determined by the Plan Administrator.</p> <p>You can obtain additional information from:</p> <p>Mohawk Industries, Inc. 160 South Industrial Boulevard Calhoun, GA 30701 (706) 629-7721</p>
<b>Resale Restrictions *</b>	Unless you are an affiliate of the Issuer (e.g., a director or executive officer), shares of Mohawk Industries, Inc. common stock acquired by you under the Plan are freely transferable upon distribution from the Plan. Affiliates of the Issuer may resell such shares upon compliance with the applicable provisions of Rule 144 under the Securities Act of 1933.
<b>Plan Trustees And Funding *</b>	The Plan is funded through employee contributions and Company contributions. These contributions are held in a trust by the trustees.

Effective March 1, 2015, the trustee for all of the assets of the Plan including the Mohawk Industries, Inc. common stock is:

Fidelity Management Trust Company  
PO Box 770001  
Cincinnati, OH 45277-0018

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**Agent for Service of Legal Process \***

Vice President, Human Resources  
Mohawk Industries  
160 South Industrial Boulevard  
Calhoun, GA 30701  
(706) 629-7721

Service of process can also be made upon the Plan Trustee or the Plan Administrator.

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**Plan Documents**

This SPD summarizes the main features of the Mohawk Industries Retirement Plan 1 and the Mohawk Industries Retirement Plan 2. The official plan documents and trust agreement govern the operation of the Plan and the payment of all benefits.

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**Plan Year**

Each Plan year begins on January 1 and ends on the following December 31.

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**Your Rights under Federal Law \***

In 1974, Congress passed ERISA to safeguard the interests of participants and beneficiaries in employee benefit plans. As a participant in the Plan, you are entitled to certain rights and protections under ERISA.

ERISA provides that all Plan participants are entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, in your Human Resources Department, at the Plan Administrator's office, or at other specified locations, all documents governing the Plan documents, including a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at age 65 and if so, what your benefits would be at age 65 if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties on the people responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent from obtaining a pension benefit from the Plan or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a benefit under the Plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the rights listed above.

For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay the court costs and legal fees (if, for example, it finds your claim is frivolous).

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You can also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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## APPENDIX A

### ADDITIONAL PROSPECTUS INFORMATION

The following information is required to be included in the prospectus relating to the Plan. This information and the documents referenced in this Appendix A is specifically excluded from, and should not in any way be considered to be part of or deemed to be incorporated by reference into, the Summary Plan Description.

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#### REGISTRATION STATEMENT AND OTHER AVAILABLE INFORMATION\*

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The Issuer files annual, quarterly and current reports, proxy statements, and other information with the SEC. This information is available on the Internet at the SEC's website at <http://www.sec.gov>. You may also read and copy any document the Issuer files with the SEC at the SEC's public reference room at the following address:

Securities and Exchange Commission  
100 F. St., NE  
Room 1580  
Washington, D.C. 20549

You can call the SEC at 202-551-8090 for more information about the public reference room and their copy charges.

The Issuer filed a registration statement with the SEC under the Securities Act relating to the Mohawk common stock offered under the Plan. For further information about the Issuer and its common stock, you should refer to the registration statement and its exhibits.

The SEC allows the Issuer to "incorporate by reference" into this prospectus certain information that the Issuer files with them, which means that the Issuer can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and information that the Issuer files later with the SEC will automatically update and supersede the information contained in this prospectus.

The following documents are incorporated by reference into the prospectus but shall not be deemed to be a part of, or incorporated by reference into, the Summary Plan Description relating to the Plan:

1. The Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission, which contains audited financial statements for the registrant's latest fiscal year.
2. The Plan's Annual Report on Form 11-K filed with the Securities and Exchange Commission, which contains audited financial statements for the Plan's latest fiscal year.
3. All other reports filed by the Issuer pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as

amended (the "Exchange Act"), since the end of the fiscal year covered by the Issuer's Annual Report on Form 10-K.

4. All other reports filed by the Plan pursuant to Section 13(a) or 15(d) of the Exchange Act, since the end of the fiscal year covered by the Plan's Annual Report on Form 11-K.
5. The description of common stock contained in the Issuer's registration statement filed under Section 12 of the Exchange Act, including all amendments or reports filed for the purpose of updating such description.
6. All other documents subsequently filed by the Issuer or the Plan pursuant to Section 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold.

Any statement contained in a document incorporated or deemed incorporated herein by reference shall be deemed to be modified or superseded for the purpose of this prospectus to the extent that a statement contained herein or in any subsequently filed document which also is, or is deemed to be, incorporated herein by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may request a copy of the Issuer's latest annual report to stockholders and any of the documents incorporated by reference in this prospectus, at no cost, by writing or calling the Plan Administrator at the following address and telephone number:

The Administrative Committee of the Mohawk Industries Retirement Plans  
c/o Mohawk Industries  
160 South Industrial Boulevard  
Calhoun, GA 30701  
(706) 629-7721

In addition, the Issuer will deliver to all participants in the Plan who do not otherwise receive such material copies of all reports, proxy statements and other communications generally distributed by the Issuer to its stockholders.