

WARRANTY | CARPET

10 YEAR STAIN WARRANTY / 10 YEAR WEAR WARRANTY**COLORSTRAND YARN WARRANTY**

This limited warranty applies only to purchasers of The Manufacturer's carpet for indoor commercial installations. This warranty applies only to those products specifically designated by The Manufacturer in writing. This warranty applies to indoor commercial installations only.

The use of approved adhesives is required. Failure to use approved adhesives will result in warranties being null and void.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Manufacturer's instructions and procedures and Owner meets its obligations hereunder, The Manufacturer (subject to the following limitations and remedies) warrants to Owner the following:

ITEMS UNDER WARRANTY

Wear - The Manufacturer warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear* for the life of the carpet*.

* "Abrasive Wear" means fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet.

* "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.

Static Protection – The Manufacturer warrants that the carpet will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134, for the life of the carpet.

Colorfastness to Light – The Manufacturer warrants that the carpet made from the designated solution dyed nylon fibers will not change color due to sunlight exposure to exceed the equivalent of 4.0 on the gray scale for color change as measured in accordance with AATCC Method 16E for the Life of the Carpet.

Colorfastness to Atmospheric Contaminants – The Manufacturer warrants carpets, which are 100% Solution dyed yarns, will not change color due to atmospheric contaminants Ozone and Nitrous Oxides as measured by AATCC 164 and AATCC 129. This Limited warranty is for a period of 10 years.

Sentry Plus Stain Warranty – The Manufacturer Warrants that all designated carpets made from 100% solution dyed Colorstrand® SDN carry the Sentry Plus Stain Warranty for a period of 10 years. Refer to the Sentry Plus Limited Warranty for details.

LIMITATIONS - THIS WARRANTY DOES NOT INCLUDE:

- 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.
- This warranty specifically excludes general soiling, discoloration, appearance change, due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet. Also, this warranty specifically excludes carpet which has been surface treated with materials not recommended or approved by The Manufacturer, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by The Manufacturer.
- Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
- Differential fading from light exposure, dye lot differences, and soiling.
- Any condition that would have been visible upon inspection prior to installation.
- Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

OBLIGATIONS OF OWNER

- The Owner must submit notice of all claims under this limited warranty to The Manufacturer within the installed life of the carpet from the date of carpet installation.

- All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishing, partitions, and the like that have been installed over the carpet subsequent to the original carpet installation, at Owner's expense.

WARRANTY REMEDIES

- After receipt of proper written notice of claim, The Manufacturer will designate a representative to inspect the carpet with the Owner's representative and The Manufacturer will meet all warranty obligations.
- Subject to the above warranty limitations and owner's obligations, The Manufacturer 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.
- Any replacement will be made with a comparable product selected by The Manufacturer from the then current The Manufacturer's running line. However, The Manufacturer'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, nor expenses in removing furniture from the affected area be included in our obligation.
- The remedies provided in connection with the limited 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 The Manufacturer. This limited warranty supersedes any additional or inconsistent warranty(s) set by dealer, owner, or any third party. In no event shall The Manufacturer be liable for any incidental or consequential damages. No modification of this limited warranty shall be effective unless in writing and signed by a Representative of The Manufacturer 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.

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 limit of The Manufacturer's responsibilities.

MEDIATION / ARBITRATION

- 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.
- Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
- Arbitrators shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
- In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.

ACTIONBAC CARPET BACKING WARRANTY

This limited warranty applies only to the original purchaser of The Manufacturer's carpet for indoor commercial installations. This warranty applies only to those ActionBac products specifically designated by The Manufacturer in writing.

The use of approved adhesives is required to ensure optimum results. Failure to use approved adhesives will result in warranties being null and void. Substrates must be prepared using The Manufacturer's recommended floor preparation procedures.

Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with The Manufacturer's instructions and procedures and subject to the limitations set forth herein, The Manufacturer warrants the following:

ITEMS UNDER WARRANTY:

Wear – The Manufacturer warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for the life of the carpet.

* "Abrasive wear" means fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet.

* "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.

Static Protection – The Manufacturer warrants for the life of the carpet that the carpet will not give static discharges in excess of 3.5 KV

when tested in accordance with AATCC Test Method 134.

Specifications – The Manufacturer warrants that the carpet conforms to specifications established for the product subject to normal manufacturing tolerances.

LIMITATIONS - THIS WARRANTY DOES NOT INCLUDE:

- Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of manufacturing defect 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.
- Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
- Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling.
- Any condition that would have been visible upon inspection prior to the installation.
- Any condition resulting from other than ordinary wear or from any use for which the product was not designed.

OBLIGATIONS OF OWNER

- Owner must submit notice of all claims under this warranty to The Manufacturer within a reasonable time after discovery of the alleged defect and within the specified warranty period.
- All areas in which carpet is to be replaced or repaired under the terms of this warranty must be free of all equipment, furnishings, partitions, and the like at the owner's expense.

WARRANTY REMEDIES

- After receipt of proper written notice of claim, The Manufacturer will designate a representative to inspect the carpet with the Owner's representative.
- Subject to the above warranty limitations and owner's obligations, The Manufacturer 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.
- Any replacement will be made with a comparable product selected by The Manufacturer from the then-current The Manufacturer's running line. However, The Manufacturer's obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By the way of example and not limitation, damages arising from the interruption of use of the spaces affected or expenses in removing furniture or equipment from the affected area shall not be included in its obligation.
- The remedies provided in connection with this limited 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 The Manufacturer. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, owner, or any third party. In no event shall The Manufacturer 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 The Manufacturer 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.

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 limit of The Manufacturer's responsibilities.

MEDIATION / ARBITRATION

- If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settle 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 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.
- Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration here under without the prior written consent of both parties.
- The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.
- 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.

Contact your flooring retailer with questions or concerns regarding your flooring purchase.