



## residential carpet warranty

### warranty terms and conditions:

ecofinishes® residential carpet warranties:

- Are extended to the original purchaser of the carpet and are not transferable
- Are solely for the domestic indoor use of the carpet in an owner occupied single family private residence
- Apply only in the United States and Canada
- Only apply to the first quality carpets and are not applicable to carpets sold as seconds, irregulars, shorts/mill end or used
- Only cover the surface pile and not the carpet backing

Carpets must be properly installed over new carpet pad compatible with the quality and proposed use of your carpet and otherwise in accordance with the installation recommendations set out in the residential carpet installation guide. Carpet also requires routine maintenance and should be properly maintained in accordance with the recommendations described in the residential carpet care and maintenance document. All carpets should be vacuumed at least 1-2 times each week and steam cleaned by a carpet cleaning professional every 12 to 18 months. Any spillages should be cleaned promptly. **FAILURE TO APPROPRIATELY INSTALL THE CARPET AND TO PROVIDE SUCH CARE COULD VOID ALL OR PART OF THE WARRANTY COVERAGE.**

- 10 year limited wear warranty:** Protects against pile fiber loss given normal domestic wear.
- 10 year limited soil resistance warranty:** Protects against color changes due to deposits of dry soil as a result of foot traffic.
- 10 year limited stain resistance warranty:** Warrants that the surface pile of the carpet will resist most household food and beverage stains.
- 10 year limited fade resistance warranty:** Manufactured with Spectral™ solution dyed polyester, color is locked into the fiber, protecting against fading and ozone damage.
- LIFETIME manufacturers defect warranty:** ecofinishes® residential carpet, using Spectral™ solution dyed polyester is warranted against all manufacturing defects for the life of the carpet.

### color variation:

Shade or pattern may vary from sample between dye lots and within production runs due to normal dye lot variation but will be within recognized textile industry standards. Color appearance can also vary depending upon type of light under which the sample is viewed and the light sources where the carpet is installed.

### permanent pile reversal:

(shading/puddling/watermarking) Light can play strange tricks with carpet, making it appear from certain angles, that particular areas are lighter or darker than others. Known as shading, it is due to the pressure of the pile during use causing pile to lay in different directions, resulting in light refraction and is a feature characteristic of cut pile carpets (particularly solid color). Apart from affecting appearance, it has no detrimental effect on the performance of the carpet.

### geometric printed or patterned carpets:

While ecofinishes® uses the best available techniques to minimize pattern distortion during manufacture, the extensible nature of textile products means that some distortion due to shrinkage or stretch during and after manufacture is unavoidable, such that perfect pattern match cannot be guaranteed. Installation of patterned carpet will require more time, effort and skill, and a competent carpet layer should be able to obtain a close pattern match in most circumstances though some irregularities may still be visible, particularly over multiple width installations.

### fading:

Carpets, like all other dyed textiles, will slowly lose color over time when exposed to direct sunlight and be protected from prolonged periods of direct sunlight. Color change can also occur as the result of ozone, emissions from heating fuels and air conditioners, pesticides, cleaning agents, benzol peroxide and other household items. The occurrence, known as ozone damage, is largely unexplained, but appears to be more prevalent in coastal areas with a high ultra-violet content.

### conditions apply:

Warranties apply to domestic indoor use of the carpet in an owner-occupied single-family residence (excluding stairs unless appropriately rated) and maintained in accordance with manufacturer's guidelines.

### the warranty does NOT cover:

- ☛ Any non-residential or commercial applications of the carpet or renting or leasing of the premises in which the carpet has been installed
- ☛ Any carpet installed on stairs, outdoors or in utility areas such as bathrooms, kitchens or in any areas subject to other than ordinary shoe traffic
- ☛ Any defects due to improper installation (e.g. Wrinkling, buckling, tuft losses, seam peaking) or due to failure of pad or failure to use appropriate cushion or pad
- ☛ Damage to the carpet caused by improper maintenance, application of improper cleaning agents, methods or mishaps or inadequate care
- ☛ Abuse by any athletic equipment such as roller skates, golf shoes or gym equipment, etc.

- ☛ Damage or appearance problems caused by wrapping carpet around nosing of stairs
- ☛ Damage resulting from accidents or abuse (including, without limitation, any use considered unreasonable given the normal and expected use of carpet in a residence) or abnormal wear (including without limitation staining, soiling, burning, flooding, cutting, pet damage, smoke, etc.) or from wetting or persistence of excessive moisture or exposure to very hot substances
- ☛ Changes in carpet color, yellowing or fading or other discoloration resulting from external causes, including, without limitation, to fading due to sunlight, ozone, emissions from heating fuels, pesticides, cleaning agents, spills of household chemicals, or other non-food or non-beverage substances, over application of stain resistant treatments, changes in alkalinity, cleaning solutions, general soiling, fume fading or other atmospheric or chemical influences
- ☛ Changes in carpet texture in heavy traffic areas which constitute normal wear and tear
- ☛ Any carpet which has been treated after installation with any protective material or defects or damage due to application of any topical treatments (including, without limitation, fungicides, bactericides, biocides, anti-statics, stain resists, some cleaning agents, etc.)
- ☛ Normal or minor differences between the color and texture of samples and the actual carpet
- ☛ Problems caused by the wetting, flooding or the persistence of excessive moisture
- ☛ Odors
- ☛ The appearance of footprints and vacuum cleaner marks

Also, specifically excluded from warranty, in addition to exclusions set out above is damage caused by tears, pulls, piling, burns, improper installation, inadequate cushion, improper cleaning, furniture, wheels, or athletic equipment.

#### homeowner obligations:

In order to maintain and protect your coverage under the terms of this warranty, you must:

1. Make sure you know which warranties apply to your particular carpet
2. Keep proof of purchase in the form of a bill, invoice or statement from ecofinishes or your distributor, showing the price you paid for the carpet, together with proof of installation date.
3. Have your carpet installed in accordance with ecofinishes' warranty terms and conditions
4. Validate your warranty by submission of the completed warranty form within 30 days of installation
5. Maintain your carpet with regular vacuuming and cleaning and otherwise in accordance with the guidelines set out in this booklet; and
6. Be able to demonstrate hot water extraction cleaning by an IICRC certified firm at least every 2 years in the form of a bill, invoice or statement including a description of the cleaning service provided

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF ecofinishes® SHALL BE LIMITED TO THE ACTUAL COST OF REPAIR OR REPLACEMENT OF THE AFFECTED AREA OF THE CARPET EXTENDING TO THE NEAREST WALL, DOORWAY OR ENTRANCE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE AND WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES UNDER THESE WARRANTIES OR OTHERWISE.** By this we mean any loss, expense, or damage other than to the carpet itself that may result from a defect in the carpet, including, without limitation, mileage, lost wages, movement of furniture, delivery delays, extra handling and labor involved in bordering or sculpturing.

PLEASE NOTE: some states do not allow the exclusion or limitation of incidental, indirect, special or consequential damages, or how long an implied warranty lasts, so this limitation or exclusion may not apply to you.

You have legal rights under this warranty. These warranties give 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 the warranties state the limit of ecofinishes® responsibilities.