

EasyBac™ 10 Year Residential/Light Commercial Stretch in Warranty

FEATURES WARRANTED

Mannington Commercial, a business unit of Mannington Mills, Inc. (“Mannington”) warrants the following features of its EasyBac backed carpet (subject to the exclusions, conditions and limitations described below) as follows:

Mannington Commercial, a business unit of Mannington Mills, Inc. (“Mannington”), warrants carpets made with EasyBac backing against the following manufacturing defects:

Delamination - For ten (10) years the carpet will not delaminate from secondary backing.

Tuft Bind - For ten (10) years the carpet will provide superior tuft bind properties in light traffic environments.

Unraveling - For ten (10) years the carpet will not show continuous unraveling of yarn at the seams.

Static Charge - For ten (10) years the carpet will not produce static charges in excess of 3.0 KV when tested under the standard AATCC-134 test method.

Wear - For ten (10) years the carpet will retain at least 90% by weight of pile fiber.

EXCLUSIONS

This warranty is only available if the Mannington Commercial carpet has been properly installed and subjected to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) deterioration of carpet appearance, (ii) pile reversal (watermarking), (iii) damage to the carpet, or (iv) failure of carpet installation that is not the result of a manufacturing defect. By way of example, without limitation, this warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (iv) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in strict compliance with Mannington Commercial recommended procedures.

WARRANTY INFORMATION

CONDITIONS

For this warranty to become and to remain effective, the following conditions must be satisfied:

1. Cushion (padding) must meet FHA/HUD requirements and must follow the Carpet and Rug Institute (CRI) Installation Standard. Minimum density required is 8 pounds per cubic foot; thickness should be a minimum of 1/4 inch and a maximum of 7/16 inch. Unless otherwise stated, all carpeting to be installed in-doors over specified pad and installed using proper installation procedures. Failure to fulfill any of the requirements will void all warranties. All installations must be stretched in over padding unless otherwise stated. Gluing a carpet down will void all warranties. Rugs and stairs are not covered under any warranty.
2. All installation must be done with new padding. Damages and/or defects caused by carpet pad or cushion failure or carpets installed over existing pad are not covered.
3. The carpet must be installed and maintained in strict compliance with the CRI 104 and applicable Mannington Commercial installation and maintenance procedures and guidelines.

LIMITATIONS

This warranty covers the original end use purchaser of the Mannington carpet at its original installation site. This warranty is not transferable. Except as set forth herein, there are no express warranties made by Mannington on this carpet.

This warranty excludes all implied warranties, including implied warranties of merchantability and fitness for a particular purpose (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you). Except for the specific remedies set forth herein, Mannington shall have no liability for any damages, whether direct, incidental or consequential (including but not limited to, damages for lost profits), resulting from the installation, use, performance, maintenance, repair or replacement of this Mannington carpet.

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

WARRANTY INFORMATION

MAKING CLAIMS

If Mannington carpet fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P. O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.