

# XGUARD<sup>®</sup> Warranty

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## FEATURES WARRANTED

Mannington Commercial, a business unit of Mannington Mills, Inc. "Mannington" provides this limited warranty ("Warranty") to the original purchaser of XGUARD<sup>®</sup> Stain Resistant Technology, subject to the exclusions, conditions and limitations described below:

Mannington Commercial, a business unit of Mannington Mills, Inc. ("Mannington"), warrants that its carpet products made with XGUARD<sup>®</sup> Stain Resistant Technology will resist staining for a period of fifteen years from the date of original installation.

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## EXCLUSIONS

This warranty does not cover:

- Color loss due to ozone or light fading
- Damage resulting from abnormal use, conditions such as water, storm or flood damage, or damage from use of improper cleaning agents
- Damage from overall wear

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## CONDITIONS

This warranty shall not be effective unless the following conditions are satisfied:

1. The warranty applies only to indoor commercial installations where the carpet has been installed and maintained in accordance with Mannington's recommended guidelines.
2. Carpet cleaning and spot cleaning procedures recommended by Mannington, as set forth in Mannington's recommended cleaning brochure, must be followed.
3. The customer must provide Mannington with reasonable cooperation in the performance of its obligations under this warranty.
4. The customer must provide Mannington with proof of purchase showing the original installation date, in order to initiate a warranty claim.

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## 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

## WARRANTY INFORMATION

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.

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### 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

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### 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.