

# Captivate Collection Warranty

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## FEATURES WARRANTED

Mannington Commercial, a business unit of Mannington Mills, Inc. (“Mannington”) provides a two-year limited repair or replacement warranty to the initial purchaser and original seller that its rugs will be free from manufacturing defects for a period of two (2) years from date of delivery to the original seller. This is a limited warranty and contains specific exclusions and limitations described below.

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## EXCLUSIONS

This Repair or Replacement warranty is only available if the Mannington Commercial rug has been properly installed and subjected to normal indoor use in a space maintained at normal temperature and humidity. Further, this warranty applies only to manufacturing defects, and does not cover deterioration of appearance, damage to the rug, or failure 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, stains, or shading variations (conditions that are not manufacturing defects), dye lot differences, the exposure to excessive sunlight, any wear or damage resulting from abnormal use or abuse, use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), inadequate casters on chairs (furniture), products placed in use on stairs, ramps, or any area regularly subjected to wheel or rolling apparatuses. The use of improper cleaning agents, inadequate maintenance (methods, not in strict compliance with Mannington Commercial recommended procedures).

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## CONDITIONS

Satisfaction with your Mannington Commercial rug purchase begins with professional delivery and installation. Though Mannington Commercial rug products undergo numerous inspections before shipment, damage may occur during transit. If there are damages during transit, the shipping company is responsible. A thorough inspection of any torn packaging should be made within 15 days of receipt and note any unusual conditions. If concealed damage is found, a claim should be filed immediately with the shipping company.

## WARRANTY INFORMATION

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### LIMITATIONS

This warranty covers the original end use purchaser of the Mannington rug and is not transferable.

Except as set forth herein, there are no express warranties made by Mannington on this product. 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 rug.

Liability and exclusive remedy of Mannington Commercial under this warranty is limited to actual repair or replacement. Mannington Commercial total liability shall not exceed the invoice amount to the original seller. Mannington Commercial is not responsible for bodily injury, property loss or damage, removal, or relocation of furnishings, or any incidental or consequential damages or costs associated with repair or replacement.

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

Any complaints regarding warranties contained in this publication should be addressed to the original seller who must register it in writing within two years from date of delivery to: If Mannington product 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

## WARRANTY INFORMATION

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### REMEDIES

Mannington, at its option, may designate a representative to inspect the rug. If the inspection or independent testing reveals that the rug has not performed as warranted above, then Mannington will, at its option, (i) repair the affected rug to conform to this warranty, (ii) provide a new rug of comparable quality from our current running line to replace the affected rug, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the rug contained in the affected area. "Replacement cost" means the cost of (vi) replacement Mannington rug of comparable quality sufficient to cover the affected area, (v) freight to the installation site, 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 warranty set forth above.