

Antron® nylon with StainRESIST™ fiber technology

WARRANTY

CARPETS OF ANTRON® NYLON WITH STAINRESIST™ FIBER TECHNOLOGY

Limited 10-Year Fiber Loss from Abrasive Wear Warranty

“Fiber Loss from Abrasive Wear” is defined as actual loss of fiber, due to abrasion, from the surface pile of the carpet. INVISTA warrants to the original commercial purchaser, for a full 10 years after proper installation, when installed for indoor commercial use and maintained as recommended by INVISTA, that the surface pile of carpet of Antron® nylon with StainRESIST™ fiber technology will not experience fiber loss from abrasion by more than 10% in any area except stairs. INVISTA will repair any area of the carpet that does not perform as warranted. If repair cannot be reasonably made, INVISTA will replace the affected area or reimburse the original commercial purchaser according to the terms set forth under the “General Terms and Conditions” of these warranties (the “Warranty Terms and Conditions”).

This limited 10-year warranty on fiber loss from abrasive wear is not a warranty on matting and crushing or on “watermarking.”

All carpets will mat or crush to some degree, simply because carpet, as a floor covering, is subjected to very high dynamic pressure as people walk on the carpet surface. However, such conditions do not constitute loss in face fiber weight. In addition, this Warranty excludes such things as damage from tears, pulls, cuts, pilling, shedding, burns, pets, chairs with roller casters, carts with wheels, or damage due to abuse by any athletic equipment such as roller skates, ski boots or golf shoes.

“Watermarking” is a well-recognized optical phenomenon caused by irreversible changes in pile orientation in random areas in cut-pile carpets. It can occur in carpets of all fiber types (i.e., wool, nylon, polyester, polypropylene, etc.)

and is not considered a fiber-related problem. Hence, INVISTA does not guarantee that carpets made from our fibers will not watermark.

Damage caused by improper installation, defects in carpet manufacturing, and damage from improper cleaning methods and materials are also excluded.

Limited Lifetime Antistatic Warranty

INVISTA warrants to the original commercial purchaser, for the life of the carpet, that carpet of Antron® nylon with StainRESIST™ fiber technology will not generate static greater than 3.5 kilovolts (using AATCC Test 134). INVISTA will repair any area of the carpet that does not perform as warranted. If repair cannot be reasonably made, INVISTA will replace the affected area or reimburse the original commercial purchaser according to the terms set forth under the Warranty Terms and Conditions.

Limited Lifetime Stain Resistance Warranty

INVISTA warrants to the original commercial purchaser that all carpet constructed of Antron® nylon with StainRESIST™ fiber technology, when installed for indoor commercial use and maintained as recommended by INVISTA, will resist staining from common stains found in the commercial interiors environment for the life of the carpet. INVISTA will repair any area of the carpet that does not perform as warranted (as defined under Warranty Terms and Conditions).

Exclusions: Industrial substances (petroleum and other substantive dyes, including but not limited to ink, and other commercially available dyes) that permanently destroy or change the color of carpet are not covered. This warranty excludes soiling, discoloration, appearance change due to pile distortion,

and exposure to substances or contaminants that degrade or destroy nylon yarn or the color of the carpet. It excludes carpet which has been surface-treated with materials not recommended or approved by INVISTA, as well as carpet subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by INVISTA. Damage caused by improper installation or maintenance, and defects in carpet manufacturing, are also excluded. See the Warranty Terms and Conditions for more information.

General Terms and Conditions

- Only approved carpets constructed of Antron® nylon with StainRESIST™ fiber technology are covered under these warranties.
- These warranties apply only to indoor commercial installations where the carpet has been properly installed in accordance with acceptable industry standards. †
- These warranties apply only to carpet purchased after May 1, 2005 and are nontransferable.
- These warranties are void if INVISTA recommended carpet care and cleaning instructions are not followed. An INVISTA representative can help you with carpet care and cleaning: call 1-877-5-ANTRON. Or contact us by e-mail at customerservice@antron.invista.com.
- The original commercial purchaser shall reasonably cooperate with INVISTA in INVISTA's efforts to perform its obligations under these warranties.
- These warranties exclude carpet that has been put to abnormal use or conditions, or abused in any way. "Abnormal use or conditions" includes, but is not limited to, for example: water damage from broken plumbing, storm or flood damage, damage from improper cleaning methods or materials, and damage from improper maintenance. "Abuse" is any use of the carpet that is unreasonable considering the circumstances, the carpet's materials

of construction, and the normal and expected uses of carpet in a commercial installation.

- The original commercial purchaser must attempt to remove any stain as early as possible and at least within 24 hours after occurrence of the stain using INVISTA's recommended cleaning procedures.
- The original commercial purchaser must notify INVISTA immediately if stain removal is not successful and identify the type of stain and the method used to clean it.
- The original commercial purchaser must permit an INVISTA representative access to the installed carpet in order to attempt to remove the stain.
- INVISTA requires the original sales receipt or other documentation acceptable to INVISTA that demonstrates proof of purchase and installation date. The invoice must state the carpet manufacturer and style name and state that the carpet was constructed of Antron® nylon with StainRESIST™. For prompt warranty service, the original commercial purchaser must submit an original sample of the carpet. The original commercial purchaser must present proof of purchase prior to warranty service.
- Under the stain warranty, INVISTA will provide a professional maintenance representative to remove the stain. If stain removal has been attempted by an INVISTA approved maintenance representative and, after cleaning the area, tests less than 8 out of 10 on the AATCC 175 Red Dye 40 Scale, INVISTA will, at its election, either replace the original carpet in the affected area per current installation best practices (as determined by INVISTA, but in no event shall the affected area exceed 100 times the size of the stain) or reimburse the original commercial purchaser the Cost (as defined below) for the affected area. If the stain removal is successful, all stain removal costs will be the responsibility of the original commercial purchaser. The choice between replacement and reimbursement is solely that of INVISTA.

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(continued)

- The original commercial purchaser's exclusive remedy vis-à-vis INVISTA or any cause of action under these warranties is limited to (a) replacement of the affected area of the carpet; or (b) refund the Cost (as defined below) to the original commercial purchaser.
- If replacement is necessary, the responsibility of INVISTA under these warranties is limited to the replacement of the carpet in the affected area and the necessary and reasonable costs to remove the original carpet and install the replacement carpet. Removal and replacement costs do not include costs for moving furniture and equipment. If the identical carpet is not available for replacement, INVISTA will offer carpet of comparable quality and color.
- In the event INVISTA elects to reimburse the original commercial purchaser instead of replacement (which is solely at INVISTA's discretion), INVISTA will reimburse the original commercial purchaser the cost of the original carpet in the affected area (as determined by INVISTA, but in no event shall the affected area exceed 100 times the size of the stain). "Cost" is defined as the pro rata portion of the purchase price plus taxes (if applicable) of the original carpet (for the affected area only) actually paid to the dealer by the original commercial purchaser of the carpet. Original installation costs, padding, finance charges, delivery charges, cleaning or maintenance costs, or other incidental expenses of any variety are specifically excluded from the definition of Cost.
- Except as otherwise set forth herein, INVISTA specifically disclaims all other warranties, whether express or implied, whether arising by operation of law or otherwise, including without limitation, any warranties of merchantability or fitness of the product for a particular purpose, condition or quality of the product, any trade usage or dealing. Any determination of the suitability of the

product for the use contemplated by the original commercial purchaser is the original commercial purchaser's sole responsibility. Notwithstanding anything herein to the contrary, in no event will INVISTA be liable to the original commercial purchaser for any lost or prospective profits, indirect, incidental, consequential, special, exemplary or punitive damages, including without limitation, lost earnings, lost profits or business interruption, whether or not based upon INVISTA's negligence, breach of warranty, strict liability in tort or any other cause of action. For the sake of clarity, the preceding sentence includes those incidental and consequential damages referenced in § 2-715 of the uniform commercial code. In no event shall INVISTA's cumulative liability exceed the original purchase price of the carpet and the cost of its installation. In any event, the original commercial purchaser agrees that the return of the full sales price for that carpet sold that was the cause of the alleged loss, damage or injury will prevent the foregoing remedies from failing of their essential purpose, and that such remedy is fair and adequate.

- These warranties apply only to carpet installed in the continental United States, Alaska, Hawaii, and Canada.

For further information on warranty service, call 1-877-5-ANTRON or write to:

INVISTA
Attn: Antron® Warranty Services
Two TownPark Commons
Suite 300
175 TownPark Drive
Kennesaw, GA 30144



*The AATCC Red Dye 40 Stain Scale is a nationally recognized system in the carpet industry that uses a standardized comparison to determine the degree of color change of sample material after exposure.

†CRI-104 "Standard for Installation of Textile Floorcovering Materials." This industry-accepted bulletin is published by the Carpet & Rug Institute.

Antron® is a registered trademark and StainRESIST™ is a trademark of INVISTA for carpet fiber.

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♻️ Printed in U.S.A. on recycled paper using renewable soy inks.

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