



INSPIRED BY **DESIGN**.

Care, Maintenance & Warranty



CONGRATULATIONS:

By purchasing an EnVisionSD[™] Pet Solutions, EnVision[®] Nylon or DuraSilk[®] carpet from your local retailer, you have made a great decision. Throughout Canada and the United States, you receive quality products that are proudly crafted in the USA with love and special care. All warranties described in this brochure are only applicable to carpets made with EnVisionSD[™] Pet Solutions, EnVision[®] Nylon or DuraSilk[®] fibers by Masland.

CARE & MAINTENANCE:

Flooring is just like any other investment; it needs to be taken care of, maintained and regularly serviced for the best experience and long life. For the best possible performance vacuum regularly and in heavy traffic areas more often. Maintaining warranty coverage IS THE CUSTOMER OBLIGATION AND responsibility to do the following:

- Clean spills and or soiled areas promptly.
- If the problem persists after do-it-yourself cleaning, then your carpet must be professionally cleaned (at your expense; maintenance cost are not reimbursed under any circumstances).
- If the issue is not resolved after professional cleaning, contact the Masland Customer CARE within 30 days of the professional cleaning.
- To qualify for coverage under all limited warranties outlined in this warranty brochure, you must have had hot water extraction cleaning (aka steam cleaning) performed by a trained, qualified carpet care professional, at least as frequently as every 18 months from the date of your carpet purchase. Please save receipts for proof.
- FAILING TO HAVE YOUR CARPET PROFESSIONALLY CLEANED VOIDS ALL WARRANTY COVERAGES.
- To learn more about carpet care or to get cleaning tips on specific stains, please visit <u>https://carpet-rug.org/carpet-for-homes/cleaning-and-maintenance/</u>

DEFINITIONS:

Carpet & Rug Institute (Carpet-rug.org), several other independent agencies and the flooring industry have established standards for various carpet performances. For the purpose of all warranties, the following definitions shall apply:

- 1. For determining anti-static warranty claim, AATCC (American Association of Textile Chemists and Colorists, Research Triangle Park, NC)Test Method 134 shall apply. Per established standards, your carpet will not generate static greater than 5.0 kilovolts.
- 2. Minimum Carpet Cushion requirements (aka padding):
 - a) **Canada:** Carpet must be installed over cushion that meets all the minimum parameters as per CGSB (4) Standard 20-GP-23M entitled "Standard for Cushion, Carpet, Flexible Polymeric Material." This standard sets minimum requirements for carpet cushion density (kg/m3), thickness (mm), and other physical characteristics, which determine performance. We recommend minimum of 7/16 inch (1.11 CM) thickness and 8 lb. (3.628 kg.) weight.
 - b) The U.S.: carpet must be installed over cushion that meets the HUD UM 72a, Class 1 standards. This certification sets minimum requirements for carpet cushion density (lbs./ft3), thickness (in.), weight (oz./sq. yd.), and other physical characteristics which determine performance. We recommend minimum of 7/16 Inch thickness and 8 Lb. weight.
- 3. **Texture retention** is defined as the fiber's ability to maintain its tufts. See the Carpet & Rug Institute Standard 20-GP-23M and is measured by using an international standardized rating scale. Carpets made with EnVisionSD[™] Pet Solutions, EnVision® Nylon & DuraSilk® fibers have unique ability to retain their visible shape and not burst, bloom, open or lose their twist with normal household traffic. This warranty is limited to loss of texture from foot traffic, resulting in tufts bursting, blooming, opening or losing their twist which cannot be corrected.

- 4. **Abrasive wear** of a carpet is defined as fiber loss due to abrasion. All EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] carpets are made with the utmost care and consequently shall not lose more than 10% of its face weight during the term of this warranty. Carpet & Rug Institute Standard 20-GP-23M defines the specifics of this warranty.
- 5. Fade resistance is defined as color change from natural contaminants and exposure to sunlight. AATCC Gray Scale criterion shall determine the claim obligations. Fade warranty is ONLY applicable to carpets made with EnVisionSD[™] Pet Solutions & DuraSilk[®] fibers.
- 6. Lifetime: Is defined as the life of the carpet and as long as you own it. All these warranties are only applicable to owner occupied homes. Commercial properties, offices, rental homes, vacation homes and time-share homes are excluded from these warranties.
- 7. **Transferability:** All warranties are transferable in the event you sell your home. You must provide cleaning proof as applicable before the new owner will receive warranty transfer letter from Masland.
- 8. **Professional cleaner:** For the purpose of warranty and claims, professional cleaner refers to a legitimate business, trained in the profession and has the truck mounted hot water extraction (aka steam cleaning) cleaning equipment in working condition.
- 9. Limited Warranties: For the purpose of warranty and claims, "limited warranty" is limited to replacement of like kind carpet, per these warranty terms and conditions and no punitive or pain and suffering damages are warranted.
- 10. Warranty is a legal and binding agreement: By purchasing the products covered under these warranties, you agree to all terms and conditions listed in this guide. No verbal and or implied warranty is applicable.

If you have fulfilled all your maintenance obligations, Masland will repair and or replace the affected areas in compliance and accordance with above industry standards and definitions. If a reasonable repair is not possible, Masland will replace the affected area.

Warranty	Masland		
Coverage	EnVisionSD™ Pet Solutions	EnVision[®] Nylon	DuraSilk®
Manufacturing Defects	2 years	2 years	2 Year
ALL food stains, beverage stains, soil and anti-static	Lifetime prorated*	Lifetime prorated	Lifetime prorated
Pet Stains	Lifetime urine, feces, vomit, prorated	Lifetime pet urine, prorated	Lifetime pet urine, prorated
Texture Retention and Abrasive Wear	20 years prorated	20 years prorated	10 years prorated
Fade	20 years prorated	NA	10 years prorated
Hallways and stairs coverage	Not Covered	Not Covered	Not Covered

WARRANTIES AT A GLANCE:

Notes: <u>Warranties effective January 01, 2022</u>. All warranties are transferable. *Proration means % of cost during the warranty period for use of product; see proration table for details. Failing to steam clean your carpet a minimum of once every 18 months from the date of purchase voids all warranties. Cleaning & Maintenance tips: <u>https://carpet-rug.org/carpet-forhomes/cleaning-and-maintenance/</u>.

GENERAL TERMS AND CONDITIONS:

- All warranties are effective on purchases made on January 01, 2022 or later. Only first quality carpet, which meets our construction and performance specifications, is covered under these limited warranties.
- These limited warranties apply to all EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] carpet products purchased in Canada and the USA and installed in the owner occupied space in an owner occupied residence. Commercial properties, offices, rental homes, timeshare dwellings, motorhomes (RVs), and houseboats are specifically excluded.
- All warranties exclude hallways and stairs.
- All warranties are deemed null and void if the carpet is removed from the original place of installation.
- All warranty coverage is transferable to subsequent owner-occupiers only in owner occupied residences. The original homeowner must contact our Masland Customer CARE to provide original receipts documenting the carpet purchase and proof that the carpet has been maintained every 18 months, using the hot water extraction cleaning method, since the original carpet purchase date. This documentation must be provided within sixty (60) days of the home sale. Masland will then provide the new homeowner with a written authorization transferring the remaining warranty coverage.
- These limited warranties exclude wick back. Wick back is a condition of stain reappearing after cleaning. It may be caused by poor cleaning or by the type of cushion installed under the carpet.
- These limited warranties also exclude abnormal use or conditions, any type of abuse, vandalism, extreme pet conditions or damage by smoke, fire, storm, flood, hurricane, wind, lightning, any other natural disasters, or any acts of God. "Commercial use" includes, but is not limited to use in a store, office or other place of business. "Abnormal use or conditions" include, but are not limited to water damage from plumbing, storm or flood, damage from smoke or fire, damage from improper cleaning methods or materials, and from improper maintenance. These warranties do not cover problems caused by wetting or persistence of excessive moisture. "Abuse" is any use of the carpet that is unreasonable considering the normal and expected uses of a carpet in a residence.
- These limited warranties exclude damage resulting in tears, pulls, cuts, pilling, shredding, burns, cornrowing, fuzzing, matting, crushing, shading, fading (except as defined fade resistance of EnVisionSD[™] Pet Solutions & DuraSilk[®] carpets), pile reversal. Improper installation or defective construction are also excluded. Damage caused by pets such as lingering odors, color change caused by pet vomit or feces, carpet loop or tuft snags and pulls or damage from extreme moisture are excluded.
- If Masland determines that your claim is covered under one or more of the limited warranties, at its sole option, Masland will determine to repair the affected area of your carpet, or, if repair cannot reasonably be made, will determine to replace the affected area of carpet.
- For wall-to-wall carpet, any repair or replacement under these limited warranties will be made by Masland and will be limited to the affected area of the carpet (and adjacent areas extending to the nearest wall, doorway or entrance). If replacement is necessary, the limited warranty may cover the removal and disposal of the original carpet and the cost and installation of the comparable replacement carpet based on what warranty is applicable. Labor costs are removal and disposal of your original EnVisionSD[™] Pet Solutions, EnVision® Nylon & DuraSilk® carpet and installation of the replacement carpet. Any other labor charges, costs for moving furniture, equipment or baseboards, costs associated with new carpet cushion or other charges are your responsibility and will not be paid by Masland.
- Replaced carpet will continue full coverage effective from the original date of purchase.
- If an identical carpet is not available, an EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] carpet of comparable quality and value must be selected. Comparability in carpet specifications is determined by Masland. If a less expensive carpet is chosen, the difference will not be refunded or applied to the claim to cover padding or furniture moving. Customer is responsible for all upgrade costs.
- If you qualify for replacement, you must reasonably cooperate with Masland in its efforts to perform its obligations under these limited warranties.
- Cash refunds are not offered or entertained under any circumstances.

THE FOLLOWING APPLIES TO ALL OF THE WARRANTIES INCLUDED IN THIS BROCHURE:

LIMITATIONS: YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL EQUAL THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE CARPET THAT DOES NOT CONFORMTO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR, AS PROVIDED HEREIN. MASLAND SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES, OR FOR LOST OR PROSPECTIVE PROFITS, ARISING OUT OF THE PURCHASE OR USE OF THE ENVISIONSD[™] PET SOLUTIONS, ENVISION® NYLON & DURASILK® CARPETS OR RESULTING FROMTHE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MASLAND'S CUMULATIVE LIABILITY EXCEED THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE CARPET THAT DOES NOT CONFORMTO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS BROCHURE.TOTHE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

NOTICE OF ARBITRATION AGREEMENT:

All warranties, acceptance thereof and this agreement provides that BINDING ARBITRATION by American Arbitration Association (AAA) will resolve all disputes between you (customer) and Masland. By purchasing, the EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] products and accepting all warranties you specifically and unequivocally denounce your right to go to any court anywhere these products are sold. A NEUTRAL ARBITRATOR and NOT a judge or jury will determine rights of all parties. You may obtain copies of the rules, forms and instructions for initiating and conducting arbitration by contacting American Arbitration Association (AAA), Case Filing Services, 1101 Laurel Oak Road, Ste. 100 Voorhees, NJ 08043. Toll free number: 877-495-4185 / Fax number: 877-304-8457 - Email: casefiling@adr.org or www.adr.org

FILING A CLAIM:

If you have an issue with your carpet and believe it is covered by one or more of the limited warranties outlined in this guide, you must file a claim by **contacting Masland Customer CARE department. Information listed at the bottom of the last page.** When you call, you will be asked to provide the following:

- An explanation of the carpet issue and what caused it, the location of the carpet issue, and in what other rooms the carpet is currently installed.
- When and where the carpet was purchased, including the retailer's telephone number.
- The carpet style name and style number, type of cushion purchased.
- Square feet/yards purchased and proof of professional cleaning(s).
- Pictures of the area showing warranty issues.
- At its own discretion, Masland may request an independent third party inspection.

If your carpet issue is determined to be covered by one of the limited warranties, you will be asked to provide the original sales receipt or other documentation acceptable to Masland CARE team. Proof documents must include but not limited to, original purchase invoice, and installation of an EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] carpet and of carpet cushion that meets the requirements noted under the Texture Retention Limited Warranty. The documentation must include carpet name and style information. You must also provide all related professional cleaning receipts with service dates. **Please note that Masland will not reimburse you for your costs of professional cleaning**. We reserve the right to request a small piece (6" X 6") of carpet and cushion.

TWO YEARS MANUFACTURING DEFECTS WARRANTY:

Masland warrants that all EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] first quality carpet products are inspected to be without any customary material or workmanship defects. If within two years any customary manufacturing defect is discovered, at its sole option and discretion, Masland shall repair the affected area of your carpet. If it is determined by Masland that carpet is beyond repair, Masland will replace the affected area of your carpet.

LIFETIME STAIN RESISTANCE LIMITED WARRANTY (Pet urine; food & beverage):

For the Warranty Period stated, the surface pile of your EnVisionSD[™] Pet Solutions, EnVision[®] Nylon & DuraSilk[®] carpet will resist foods, beverages, and pet urine stains (caused by pets) that occur during normal residential use ("covered stains"). Coverage is subject to your compliance with the carpet care, cleaning obligations, including professional cleaning, stipulated herein. At its sole option, and discretion, Masland shall repair the affected area of your carpet containing the covered stain. If Masland determines that carpet is beyond repair, Masland will replace the affected area of your carpet.

No carpet is fully stain proof. Therefore, Masland does not extend warranty coverage to any of the substances or causes of damage identified below ("non-covered stains"). The following are examples of non-covered stains excluded from this limited warranty:

- Non-food and non-beverage stains caused by substances, including, but not limited to cosmetics, bleaches, inks, vomit, medications, blood or feces, etc. (See lifetime pet vomit and feces limited warranty section.)
- Stains caused by substances that destroy or change the color of the carpet, including, for example, but not limited to, stains caused by dyes (such as clothing or food coloring), bleaches, acne medications, drain cleaners, and plant food or color changes due to fading.
- These warranties do not cover the reappearance of previously cleaned stains ("wicking"). Wicking occurs when stains that have been concealed in the carpet backing or cushion reappear during additional re-cleaning.

LIFETIME SOIL RESISTANCE LIMITED WARRANTY:

Over time, any carpet may change color due to the accumulation of dry soil from foot traffic. Masland warrants that for the stated Warranty Period, subject to your compliance with the recommended carpet care and cleaning procedures, your carpet will not have a "noticeable color change" due to deposits of dry soil because of foot traffic from normal, indoor household use. For warranty purposes, atmospheric soil (dust) is covered, mud from outside is not considered soil.

• If, after following the recommended carpet care and cleaning procedures (including professional cleaning), Masland determines that the noticeable color change is covered under this limited warranty, at its sole option, Masland will repair the affected area of your carpet. If repair cannot reasonably be made, Masland will replace the affected area of your carpet.

Excluded from this limited warranty are the color changes from substances mentioned below:

Grease, mud, asphalt, tar, paints, ink, rust, blood, cement, materials that permanently destroy, dyes or alter colors (such as bleaches, acne medications, drain cleaners and plant food), urine, feces, vomit, matting, crushing, appearance or color changes due to burns, pets, tears, cuts, pulls, shading or pile reversal, snags, fading, furniture depressions or athletic equipment.

LIFETIME ANTI-STATIC LIMITED WARRANTY:

For the expected life of your carpet, it will not generate static greater than 5.0 kilovolts (using AATCC Test Method 134). If Masland determines that your carpet does not meet this anti-static limited warranty, Masland will repair your carpet. If a repair cannot be reasonably made, Masland will replace the affected area.

ALL PETS AND ALL PET STAINS, INCLUDING PET VOMIT AND FECES ARE COVERED UNDER LIFETIME LIMITED WARRANTY ON CARPETS MADE OF ENVISIONSD[™] PET SOLUTIONS FIBERS.

It is warranted that with proper care and maintenance (including professional cleaning), your EnVisionSD[™] Pet Solutions carpet will not be permanently stained from exposure to pet vomit and feces. This warranty coverage applies to indoor carpet installations only. If it is determined that your carpet is stained, Masland at its sole option will repair or replace the affected area of your carpet and will cover labor of such claims per the Terms and Conditions set herein.

TEXTURE RETENTION LIMITED WARRANTY:

During the applicable Warranty Period, the surface pile of your carpet when installed over prescribed carpet cushion, meeting the standards described under definitions section herein, will not, under normal residential use, show a significant loss of carpet pile texture from the carpet tufts bursting, blooming, opening or losing their twist.

If Masland determines that your carpet's texture rating is below the minimum standards for the reasons described above, Masland will, at its sole option, repair or replace the affected area of the carpet. This limited warranty specifically excludes damage from pets or such things as tears, pulls, cuts, pilling, burns, furniture coasters, athletic equipment, snags, vacuum marks or heavy wheeled devices. Changes in appearance caused by matting, crushing, soiling, shading or pile reversal, cornrowing, fading, delamination and rippling or furniture depressions are also specifically excluded.

ABRASIVE WEAR LIMITED WARRANTY:

During the applicable Warranty Period, your carpet will not incur fiber loss from Abrasive Wear by more than 10% of its face weight in any area as defined in definitions section. If Masland determines that your carpet has incurred fiber loss from Abrasive Wear, at its option, Masland will repair or replace the affected areas of your carpet.

FADE RESISTANCE LIMITED WARRANTY for EnVisionSD[™] Pet Solutions & DuraSilk[™] carpets:

With proper care and maintenance, your EnVisionSD[™] Pet Solutions & DuraSilk[™] carpets will not fade from exposure to sunlight or atmospheric contaminates (Ozone or Oxides of Nitrogen). This warranty coverage applies to indoor carpet installations only.

• If per definitions Section herein, Masland determines that the noticeable color change due to sunlight or atmospheric contaminants exceeds the definition, at its option, Masland will repair or replace the affected area of your carpet and will handle such claims per the Terms and Conditions.

The following are some examples of exclusions from this limited fade resistance warranty: Gradual fading or changes in color over time from:

- Cleaning agents, benzoyl peroxide and other household items.
- Air purifiers, photocopiers or other electronic equipment.
- Equipment that emits significant amounts of ozone.
- Resulting from external causes, such as spills of household chemicals, improper cleaning and other nonfood and non-beverage substances.
- Noticeable color change due to accumulation of dry soil because of foot traffic from normal, indoor household use.

PRORATION OF CARPET AND LABOR:

For all warranties specified herein, below chart determines what Masland will pay for the cost of carpet and labor:

Year	Cost of Carpet & Labor Coverage		
Year 1 to 5	100% cost of comparable carpet + customary labor		
Year 6	90%		
Year 7	80%		
Year 8	70%		
Year 9	60%		
Year 10	50%		
Year 11	40%		
Year 12	30%		
Year 13	20%		
Year 14 and beyond	10%		

CONTACT INFORMATION:

For warranty service or special assistance for carpet care and cleaning, please contact your Masland Customer CARE at 1.866.873.2875 and email <u>ResidentialClaims-</u> <u>Adairsville@dixiegroup.com</u>. Hours of operation are 8 AM to 5 PM EST, Monday through Friday.

> Masland Customer CARE PO Box 2007 Dalton, GA 30721