

# Masland eNeRGy Broadloom Warranty

Masland offers this 10-year warranty to cover our broadloom product offerings, including Woven Polypropylene, Woven Polypropylene with Unitary, Envirocel, Cushion Plus, Hardwear 24, and Hardwear Plus. The 10-year performance warranty applies to glue down and stretch-in installations that includes a standard 2-year manufacturing warranty. This warranty protects only the end-user against manufacturing and performance defects. The length of time covered by the warranty is for 10 years from the original invoice date under the following conditions: (1) The product is installed by a Masland authorized installation professionals in accordance with the CRI 104 Commercial Carpet Installation Standards. current installation specifications; (2) The product is maintained in accordance with the Masland Care recommendations. The standard 2-year limited warranty, as stated in the Masland Terms and Conditions shall be in effect if these procedures are not followed.

**TUFT BIND / EDGE RAVEL /WEAR:** Tuft bind strengths will be consistent with acceptable industry standards and product will not fail to perform due to tuft bind deficiencies under normal use. Broadloom carpet will not fail by showing yarn pulls, or edge ravel under normal conditions. Masland warrants that carpet will not lose more than 10% of their face fibers within 10 years if installed and maintained according to care recommendations.

**BACKING INTEGRITY / DELAMINATION RESILIENCE:** Under normal use, broadloom carpet will test at or exceed the 2.5 lbs. per square inch standard as defined by ASTM D3936 in reference to delamination. High performance cushion backing will maintain its resilience within accepted industry standards.

**SMOKE DENSITY:** Broadloom carpet will generate less than a maximum rating of 450 specific optical densities for smoke when tested in accordance with ASTM Test Method E-662 (NFPA 258).

**STATIC PROPENSITY:** Broadloom carpet will prevent static buildup in excess of 3.5 kV when tested under the standard AATCC test method.

**RADIANT PANEL:** Broadloom carpet is appropriately classified under all applicable fire codes for the specified end use as tested under Test Method ASTM E-648.

**EXCLUSIONS:** This warranty does not cover carpet appearance issues, damage to the carpet, or installation issues that are not the result of a manufacturing defect. Examples, without limitations, include:

1. Failure to follow proper Masland care recommendations
2. Failure to follow proper CRI/Masland installation specifications
3. Failure to use chair pads under roller caster chairs
4. Carpet installed on stairs
5. Tears, burns, pulls, or cuts that are not manufacturing defects
6. Outdoor installation or use other than conventional floor covering
7. Abnormal use or abuse (roller skates, golf spikes, ski boots, etc.)
8. Use of improper cleaning agents or maintenance methods as defined by the Masland cleaning/maintenance guide
9. Damage due to unsatisfactory transit or improper storage
10. Fading due to exposure to excessive sunlight or other lighting, or environmental conditions including ozone fade
11. Acts of God

**REMEDY:** If the broadloom product fails to perform as stated above, Masland will resolve the issue at its discretion to conform to the warranty. At no charge for labor, materials, or freight, Masland will perform the following corrective actions: (1) Repair the affected area or; (2) Replace the affected area with same product or comparable product or; (3) Refund the full purchase price of the product that is affected if replacement is not possible or practical. It shall be at Masland's sole discretion and determination as to which corrective action(s) should be taken. The liability is limited to repair, replace, or refund and does not include the cost of moving furniture, partitions, or equipment placed over the carpet subsequent to the completion of the original installation.

**LIMITATIONS:** For any legitimate claim made against this warranty within two years of the installation, Masland will bear the cost of repair, replacement, or refund as needed to satisfy the warranty. For any legitimate claim made against this warranty after two years from the invoice date, Masland will bear a prorated portion, using a ten-year life cycle, of the cost of repair, replacement, or refund as needed to satisfy the warranty. This warranty is subject to the following proration schedule: 95% in year 3, 90% in year 4, 80% in year 5, 70% in year 6, 60% in year 7, 50% in year 8, 40% in year 9, and 30% in year 10.

Incidental and consequential damages are not the responsibility of Masland, and, to the extent permitted by law, are hereby excluded as to both property damage and personal injury.

\*\*This warranty works in conjunction with Universal Yarn systems warranties where applicable.

**NOTIFICATION OF CLAIMS AGAINST WARRANTY:** All claims under this warranty must be submitted in writing to: Masland, 400 Princeton Blvd., Adairsville, GA 30103

**OBLIGATIONS OF WARRANTOR:** Masland will, within ten working days of receipt of claim, designate a representative to inspect the standard performance and evaluate the warranty claim.

**DISCLAIMER OF WARRANTIES:** The Manufacturer warrants solely the Manufacturing Defects set forth in this warranty. EXCEPT AS EXPRESSLY STATED HEREIN, THE MANUFACTURER'S GOODS ARE SOLD WITHOUT WARRANTY. THE MANUFACTURER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. These warranties apply only in the United States and Canada.