

POLYESTER WARRANTY

Newton gives a **Limited Lifetime** warranty to all solution dyed polyester carpets that are used in an indoor residential installation. All polyester products are warranted against:

LIFETIME STAIN AND FADE WARRANTY

The surface pile of the carpet will resist stains from any food and beverage substances from the date of the original installation with proper installation and care. But this warranty excludes stains from substances such as bleaches, caustic chemicals, insecticides, paints, string dyes, acids, oil-based substances and vomit.

25 YEAR WEAR WARRANTY

Carpet will not wear more than 20% of their surface pile weight from abrasive wear. "Abrasive wear" means fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet.

25 YEAR TEXTURE RETENTION WARRANTY

This warranty protects the original purchaser, provided the carpet is for residential use in an owner-occupied residence and has been properly installed. Newton warrants that this carpet will not exhibit significant loss of texture from foot traffic for a period of twenty five (25) years when used in a proper indoor, residential installation. For the purpose of this warranty, matting is defined as the loss of twist from the tips of the pile tufts and entanglement of the fibres. Crushing is defined as the non-restorable loss of pile thickness due to foot traffic only. Exclusion: The texture of any carpet will change to some degree in heavy traffic areas. Such conditions constitute normal wear and are not covered by this warranty, which is intended to protect you from excessive appearance change. This warranty does not include usage on stairs, crushing caused by furniture or any other objects.

LIMITATIONS

This warranty does not include:

This warranty does not cover burns, cuts, pulls, tears or any other damage caused by improper cleaning agents or methods. As long as the carpet has been installed in accordance with CRI-

104 Standard for Installation of Carpet, we will offer to repair, offer an allowance, or offer a credit to cover the cost of repair or material only to the affected area. The credit will apply to new carpet tiles of the same or equivalent quality and will be passed to your retailer.

Newton does not warrant carpet placed in areas where extreme points loads are sustained for prolonged periods of time, problems or loss caused by carpet placed under castor chair wheels, use on stairs not fitted with a commercial nosing, misuse, improper maintenance, flood/excessive moisture, excessive alkalinity. Newton liability is limited to repair or replacements as stated herein. Moisture and PH testing are not the responsibility of Newton and any related issues to moisture and ph. testing are specifically excluded from the warranty.

Products constructed of 100% solution dyed polyester yarns are warranted against excessive color loss due to normal exposure to indoor light.

This warranty shall be void if the products are not handled, installed, and maintained as per CRI-104 Standard for Installation of Carpet. This warranty does not cover any problems or damages related to the use of non-recommended adhesives.

Newton will not be liable for any incidental, indirect, special or consequential damages in any case.

Should it be necessary to replace the carpet, Newton will not be responsible for the expense of removal of furniture, partitions, temporary walls, and the like which are located on, above, or around the carpet installation; these expenses shall be borne by the owner.

Warranty Claims must be made in writing to Newton or your retailer within a reasonable time from discovery of the claimed warranted defect, but in any event, must be received no more than ninety (90) days from the time the claimed defect was discovered. Following the receipt of the claim, your retailer's representative will visit the site to determine whether the identified issue is one that is covered by this warranty.

Warranties are extended only to the original purchaser/installation and are not transferable.

Warranty Claims must be addressed to:

Newton LLC Attention: Claims 500 Mamaroneck Avenue, Suite 320 Harrison, NY 10528

How to ensure fast and easy warranty service:

- Retain two square feet of excess, unused carpet after installation.

- Keep your original carpet purchase receipt.
- Keep a list of all the products used to clean your carpet.

Proration of Newton Lifetime Stain and Fade Carpet Warranties The

following is a prorated chart that applies to Polyester Carpet:

1st year: 100% 2nd year: 100% 3rd year: 100% 4th year: 100% 5th year: 100% 6th year: 90% 7th year: 90% 8th year: 90% 9th year: 90% 10th year: 90% 11th year: 80% 12th year: 70% 13th year: 60% 14th year: 50% 15th year: 40% 16th year: 30% 17th year: 25% 18th year: 20% 19th year: 15% 20th year: 10%