

Blueridge

COMMERCIAL WARRANTY PROGRAM FOR STYLES: MIRADA CLASSICS AND PATHWAYS ANTRON LUMENA® NYLON

This warranty covers Mirada Classics and Pathways constructed of Antron Lumena® solution dyed nylon and manufactured by Blue Ridge Commercial Carpet (the manufacturer) for commercial installations. To apply for the warranty, please fill out the application section and mail to Blue Ridge Commercial Carpet, P.O. Box 507, Ellijay, Georgia 30540 - Attn: Contract Department. A warranty signed by an officer of the company will be mailed to you acknowledging the job and guarantee. This warranty is not valid until registered and signed by the manufacturer.

WEAR

Manufacturer warrants that this carpet will lose no more than 10% of the yarn during the useful life commencing at the time of purchase, when installed and maintained in accordance with manufacturers published procedures, a copy of which will be made available to the prospective purchaser. The manufacturer warrants abrasive wear only - not tears, pulls, cuts, pilling, matting or damage due to improper installation or improper cleaning agents or methods.

RUN RESISTANCE STRENGTH

Manufacturer warrants that the carpet will not zipper or develop continuous "pile yarn runners" for the life of the carpet.

BACKING DELAMINATION

Manufacturer warrants that the secondary backing of this carpet will not delaminate during the life of the carpet, when installed and maintained in accordance with manufacturers published procedures. Chair pads are recommended under office chairs with roller casters to preserve appearance retention, act as a deterrent toward delamination and to prevent premature or accelerated wear. Walk-off mats or Clean Step® Walk Off Tiles from Blue Ridge are recommended at building entryways to reduce soiling. Installation of carpet and cushion must meet the manufacturers requirements for commercial installations.

EDGE RAVEL

Manufacturer warrants that under normal use this carpet will not edge ravel during the life of the carpet, providing it has been installed and maintained in accordance with manufacturers published procedures.

LIMITED LIFETIME ANTISTATIC WARRANTY

INVISTA warrants to the original commercial purchaser, for the life of the carpet, that carpet of Antron Lumena® solution dyed nylon will not generate static greater than 3.5 kilovolts (using AATCC Test 134).

LIMITED LIFETIME STAIN RESISTANCE WARRANTY

INVISTA warrants to the original commercial purchaser that all carpet constructed of Antron Lumena® solution dyed nylon, 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 the Warranty Terms and Conditions).

LIMITED 10-YEAR COLORFASTNESS TO LIGHT WARRANTY

INVISTA warrants that carpet constructed of Antron Lumena® solution dyed nylon, when installed for indoor commercial use and maintained as recommended by INVISTA, will not display a significant color change due to light exposure for 10 years from the date of original purchase. If the carpet is found to have a rating of 3 or less on the AATCC gray scale* and is the result of light exposure, INVISTA will replace the carpet in the affected area or reimburse the original commercial purchaser according to the terms set forth under the Warranty Terms and Conditions.

LIMITED FIVE-YEAR COLORFASTNESS TO ATMOSPHERIC CONTAMINANTS WARRANTY

INVISTA warrants that, for five years from the date of original purchase, carpet constructed of Antron Lumena® solution dyed nylon, when installed for indoor commercial use and maintained as recommended by INVISTA, will not display a significant color change due to atmospheric contaminants (Ozone or Oxides of Nitrogen). If the carpet is found to have a rating of 3 or less on the AATCC gray scale,* and is determined to be the result of exposure to Ozone, or exposure to Oxides of Nitrogen, INVISTA will replace the carpet in the affected area or reimburse the original commercial purchaser according to the terms set forth under the Warranty Terms and Conditions.

MANUFACTURER EXCLUSIONS

This warranty does not cover disfigurement or damage caused by abnormal use, or does it cover damage that does not arise out of a defect in the carpet. Shading, pile crush, dye lot differences or soiling are not manufacturing defects and are not covered by this warranty. Carpet installed on stairs is excluded from the warranties.

MANUFACTURER NOTIFICATION OF WARRANTY CLAIM

All claims asserted under this warranty must be submitted to the warrantor in writing.

MANUFACTURER OBLIGATIONS OF WARRANTOR

Manufacturer will within twenty (20) working days of receipt of such written notice, designate a representative to promptly inspect the carpet and evaluate warranty claim.

INVISTA 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 and not covered. This warranty excludes soiling, 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.

INVISTA GENERAL TERMS AND CONDITIONS

- Only approved carpets constructed of Antron Lumena® solution dyed nylon 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.

Any portion of the carpet not conforming as stated will be repaired to conform to this warranty. However, if repair is not commercially practical, manufacturer may elect to replace the carpet or to refund the purchase price if the consumer is willing to accept such refund. Manufacturer will pay the cost of the carpet, freight and labor. Replacement will be made with a product from the manufacturers then current running line, comparable to the carpet warranted. No charge will be made for the actual installation of the replacement carpet. However, all areas in which carpet is to be replaced under the terms of this warranty must be cleared at the consumer's expense of all equipment, furniture, partitions, and the like that may have been installed over the carpet subsequent to the original installation.

- 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 of 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 floor 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 Lumena® solution dyed nylon. 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.
- 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 will 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, call 1-877-5-ANTRON (1-877-526-8766).

For warranty service, write to:
Antron® Carpet Fiber
Attn: Fiber Warranty Services
Two TownPark Commons
Suite 300
175 TownPark Drive
Kennesaw, GA 30144

You must include original sales receipt or other document showing date of purchase, carpet manufacturer and style name in your letter.

*The AATCC gray scale rating is a nationally recognized system in the carpet industry that uses a standardized comparison to determine the degree of color changes.

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

IMPLIED WARRANTY RIGHTS

This warranty gives you specific legal rights and you may have other rights which vary from state to state.

APPLICATION FOR JOB WARRANTY

Name of Purchaser _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

Blue Ridge Style _____ Color _____ Backing _____

Location of Installation _____

Size of Installation _____

Date to be Installed _____

WARRANTY REGISTRATION

This section must be completed and signed by manufacturer and returned to purchaser in order for the Commercial Warranty to be valid.

Warranty Registration Number: _____

The above installation has been registered under the Contract Warranty Program by Blue Ridge Commercial Carpet. Copies of our Installation and Maintenance Procedures are enclosed. Please use the Warranty Registration Number when ordering and place it on all Purchase Orders.

BLUE RIDGE COMMERCIAL CARPET

Date: _____

By: _____
Tom McMillen
Director, Sales Administration