

Modular

10 Year Limited Warranty

This Limited Warranty is issued and honored by Lexmark Carpet Mills, Inc. (d/b/a Tarkett Hospitality) and applies only to the original end-use purchaser of Tarkett Hospitality Modular Carpet for indoor commercial installations. The Limited Warranty coverage period is ten (10) years from the date of invoice and is subject to the provisions and conditions contained herein. The product must be properly installed in accordance with the Tarkett installation Instructions for modular carpet. The product must also be properlymaintained in accordance with the current version of CRI 204 Commercial Carpet Standard for Maintenance and Cleaning. Both documents are available for download: Tarkett Modular Installation Instruction & CRI Cleaning Instructions

The Manufacturing tolerances for Tarkett Modular Products are as followed:

Modular styles with nylon face fiber are covered by a non-prorated Lifetime Limited Warranty issued by Tarkett against excessive surface wear, edge ravel, zippering, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber. Lifetime is defined as the period of time during which the product is owned and maintained by the original end-use purchaser in the original indoor installation location. Tarkett Modular products must be installed in accordance with the appropriate Modular Installation & Floor Preparation Instructions and must be maintained in accordance with Tarkett care and maintenance guidelines. The use of Tarkett primers, adhesives, and seam sealers or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

Moisture and pH testing requirements and limitations are defined in the Tarkett Modular Installation & Floor Preparation Instructions for each Modular product. Product or installation failure due to moisture or pH levels in excess of the limits set forth in these instructions is specifically excluded from limited warranty coverage.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at www.tarkettna.com. Appearance retention is not covered by this limited warranty.

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period

If these products fail to perform as described in this limited warranty, the affected area will be repaired to meet the applicable Tarkett limited warranty provisions. If repair is not commercially practical or possible, Tarkett may, at its sole discretion, replace the affected area or refund the original Tarkett invoice cost for the affected area. If repair or replacement is required, Tarkett reserves the right to utilize an independent qualified labor provider or Tarkett Field Technical personnel. Replacement will be made with a product of comparable cost from the current Tarkett running line of products.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable Tarkett product tolerances, which are available upon request. This limited warranty does not cover damage resulting from improper installation or maintenance. Liability of Tarkett is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Tarkett is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All Tarkett Limited Warranty and Maintenance Information can be accessed at www.tarkettna.com or by dialing 800-248-2878.

THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION. TARKETT SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE, ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF TARKETT.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HEREWITH OR NOT CONTAINED HEREIN.