

BY: LEXMARK CARPET MILLS, INC.

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 enduse purchaser of Tarkett Hospitality 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 current version of CRI 104 Carpet Installation Standard for Commercial Carpet. The product must also be properly maintained in accordance with the current version of CRI 204 Commercial Carpet Standard for Maintenance and Cleaning. Both documents are available for download at <u>www.carpet-rug.org</u>.

The approved installation methods are direct glue, double stick and stretch-in over pad. The manufacturing tolerances for Tarkett Hospitality products are as follows:

Construction	Pattern Bow, Skew & Elongation Tolerance Within 12 Feet	Trueness of Edge Tolerance Within 12 Feet
Axminster		
Dynamics		
Element		
LCL	1 1/2"	1/2"
Legacy		
Legacy Plus		
Digital Dye Injection (Print)		
Intrepid	2"	1"
Vivid	2	1

For installation over concrete substrates, the maximum allowable moisture vapor emission rate (MVER) is 5.0 pounds as tested per ASTM F1869. The In-Situ/RH (relative humidity) must not exceed 85% as tested per ASTM F2170. The required pH is 7.0 min. to 9.0 max. as tested per ASTM F710.

10 YEAR WEAR

This product will not wear more than 10% of the surface pile weight from abrasive wear measured before and after use. "Abrasive wear" means fiber loss from the carpet surface through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in appearance, nor fiber loss due to abnormal usage of the carpet.

10 YEAR DELAMINATION

Under normal use, the secondary backing of this product will not delaminate from the primary backing containing the face fiber.

10 YEAR TUFT BIND

Under normal use, this product will not fail to perform due to insufficient tuft bind when seams are properly sealed per commercial installation guidelines.

10 YEAR EDGE RAVEL

Under normal use, this product will not edge ravel when seams are properly sealed per commercial installation guidelines.

Limitations – This warranty does not include:

- 1. Disfigurement or damage caused by abnormal use or any damage not arising out of a manufacturing defect, including tears, burns, pulls, cuts, floods, excessive substrate alkalinity or moisture, installation on stairs, failure to use chair pads to protect from chair caster traffic, damage resulting from improper cleaning agents or methods, neglect or damage in transit.
- 2. Abuse by any athletic equipment such as roller skates, ski boots or golf shoes.
- 3. Differential fading from light exposure, shading, pile crush, dye lot differences, or soiling.
- 4. Any condition that would have been visible upon inspection prior to installation.
- 5. Any condition resulting from other than ordinary wear or from any use for which the product was not designed.

Should this product fail to perform as described in this limited warranty, the affected area will be repaired or replaced to meet the applicable Tarkett Hospitality limited warranty provisions. If repair is not commercially practical or possible, Tarkett Hospitality may, at its sole discretion, replace the affected area or refund the original Tarkett Hospitality invoice cost for the affected area. After five years, the replacement cost is prorated. If repair or replacement is required, Tarkett Hospitality 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 Hospitality running line of products.

The buyer and/or end user is solely responsible for the suitability of the merchandise selected for a particular application. Tarkett Hospitality 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 Hospitality.

Except as specifically provided for in this express limited warranty, Tarkett Hospitality makes no warranties of any kind, express or implied. All implied warranties which may arise by law, implications 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 Hospitality, except an officer of Lexmark Carpet Mills, Inc., shall have authority to agree to any term, condition or provision inconsistent herewith or not contained herein.