

## **Ten Year Limited Wear Warranty**

For purposes of this warranty, "wear" is defined as actual loss of fiber due to abrasion from the surface pile of the carpet. If the surface pile of the carpet wears more than an average of 10% from ordinary use within 10 years of original indoor installation (stairs excluded), we will replace all worn material with equivalent carpeting. This warranty is not transferable, and it applies only to carpeting (stairs excluded) for which wear, if any, is not attributable to improper installation (seam sealer must be used on all seams), improper maintenance, improper cleaning agents or methods, tears, burns, pulls, or cuts; use in locations for which carpeting is not intended or designed and is inappropriate or any other cause or reason beyond the manufacturer's control. The extent of wear will be determined by an independent agency.

This Ten Year Limited Warranty is not a warranty on crushing, matting, or soiling. All carpets will mat or crush to some degree depending on the amount and type of foot traffic they receive. Such conditions do not constitute loss of surface fiber. Incidental and consequential damages are excluded, except in states whose laws do not allow such exclusions or limitations. Accordingly, such limitations or exclusions may not apply to you. This limited warranty gives you specific rights, and you may also have other rights, which vary from state to state.

Carpet Stain Warranty Exclusions: Non-food and non-beverage substances. Foods and beverages that contain strongly colored natural disperse dyes as found in products like mustard, herbal tea, hot coffee, etc. Substances which destroy or change the color of carpets such as but not limited to strong acids, strong alkalis, bleaches, acne medication, drain cleaners, plant food and pesticides. Discoloration from grease, asphalt, tar, paints, ink, dyes, solvents, rust, blood, or cement. Stains from vomit, urine, feces. Abnormal use or conditions such as but not limited to water damage from plumbing, storm, or flood damage. Conditions resulting from improper cleaning methods, improper care and maintenance, materials, or the use of non ENCORE recommended equipment for cleaning.

The aforestated warranty may be voided if the correct maintenance program is not implemented. This warranty supercedes all previous warranties.