

Area Rug 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 Area Rugs. The Limited Warranty coverage period is listed below and is subject to the provisions and conditions contained herein.

LIMITED WARRANTY COVERAGE

Under normal commercial use, the product is warranted as follows:

- **Manufacturing Defects** – The rug will be free from manufacturing defects (material and/or workmanship) for a period of **5 years** from the date of invoice.
- **Edge Finish** – Edge finish defects are warranted for up to **1 year** from the date of invoice.

LIMITED WARRANTY EXCLUSIONS

The following items are excluded from Limited Warranty coverage:

- Color and texture that varies slightly from specification samples and from one rug to another
- Roll marks caused by rolling for shipment. These marks will normally disappear with routine vacuuming.
- Edge curl caused by rolling for shipment. Careful rolling in the opposite direction will minimize this problem.
- Matting and crushing at pivot points and in traffic paths. Regular vacuuming and proper maintenance will help to minimize these characteristics.
- Damage caused by exposure to bleach or other chemicals associated with cleaning of adjacent hard surface flooring.
- Damage to the floor underneath the area rug due to a failure to properly place and use a suitable pad beneath the area rug at all times. (This exclusion applies to rugs without the optional non-skid backing only)
- Damage to or deterioration of serging.
- Product placed in use on stairs, ramps, or any area subject to wheeled or rolling traffic.
- Exterior installations – Tarkett Hospitality Area Rug products are designed for interior applications only. The installation location must be climate controlled and protected from the elements.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Damage caused by high or spiked heels.
- Damage caused by chair casters. The use of chair pads is required for full Limited Warranty coverage.
- Premature wear, deterioration or damage from spikes, cleats, skates, blades or other similar foot wear.
- Tears, burns, cuts, pulls, soiling or other damage, deterioration or loss caused by abuse, misuse, neglect, improper maintenance, exposure to excessive moisture, or point loads in excess of 150 pounds per square inch.
- Liability is limited to repair, replacement, or refund as stated herein and does not include costs associated with moving furniture, partitions, fixtures, or equipment as necessary to allow repair or replacement.

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 product or refund the original Tarkett Hospitality invoice cost. After one year, the replacement cost is prorated. If repair 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.