

XTI™ nylon

limited warranty

XTI™ nylon

Carpet of XTI™ nylon Limited Warranties

10-Year Fiber Loss from Abrasive Wear Limited Warranty

INVISTA S.à r.l. ("INVISTA") warrants to the original purchaser in the countries indicated in the "General Terms and Conditions" below, that for a period of 10 years from the date of installation (the "Warranty Period"), and subject to proper installation, care, and use, that the surface pile of your carpet of XTI™ nylon (hereinafter referred to as the "XTI™ Carpet") will not experience Fiber Loss from Abrasive Wear (as hereinafter defined) by more than 10% in any area except stairs. "Fiber Loss from Abrasive Wear" is defined as actual loss of fiber, due to abrasion, from the surface pile of the XTI™ Carpet and does not include damages caused by or resulting in matting, crushing or "watermarking" (as defined below).

Fiber Loss Limited Warranty Exclusions

All carpets will mat or crush to some degree, simply because carpet, as a floor covering, is subjected to very high dynamic pressure as people walk on the carpet surface. However, such conditions do not constitute Fiber Loss from Abrasive Wear in face fiber weight. This Limited Warranty for Fiber Loss from Abrasive Wear expressly excludes damage caused by or resulting from tears, pulls, cuts, pilling, shedding, burns, pets, chairs with roller casters, carts with wheels, or damage due to abuse by any athletic equipment such as roller skates, ski boots or golf shoes. Damage caused by improper installation, defects in carpet manufacturing, and damage from improper cleaning methods and materials are also excluded.

"Watermarking" is a well-recognized optical phenomenon caused by irreversible changes in pile orientation in random areas in cut-pile carpets. It can occur in carpets of all fiber types (i.e., wool, nylon, polyester, polypropylene, etc.) and is not considered a fiber-related problem. Hence, watermarking is not a circumstance that is covered under this Limited Warranty for Fiber Loss from Abrasive Wear, nor does INVISTA warrant or guarantee that XTI™ Carpets made from our fibers will not watermark.

Remedies

If you believe that your XTI™ Carpet is affected by Fiber Loss from Abrasive Wear, you must contact INVISTA within the Warranty Period at the toll free number in the "General Terms and Conditions" below. If INVISTA determines that your XTI™ Carpet has incurred Fiber Loss from Abrasive Wear, INVISTA will repair your XTI™ Carpet in accordance with the "General Terms and Conditions" below. If repair cannot be reasonably made, INVISTA will replace the affected area or reimburse the original purchaser in accordance with the "General Terms and Conditions" below. SUBJECT TO THE GENERAL TERMS AND CONDITIONS BELOW, THE FOREGOING REMEDIES REPRESENT THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU UNDER THIS LIMITED WARRANTY AND CONSTITUTE FULFILLMENT BY INVISTA TO YOU OF ALL OBLIGATIONS UNDER THIS LIMITED WARRANTY.

Lifetime Antistatic Limited Warranty

INVISTA warrants to the original purchaser in the countries indicated in the "General Terms and Conditions" below, that for the expected life of the XTI™ Carpet, your XTI™ Carpet will not generate static greater than 3.5 kilovolts (using AATCC 134, Electrostatic Propensity of Carpet). INVISTA will repair any area of the carpet that does not perform as warranted. If your XTI™ Carpet does not conform with the foregoing specifications as warranted, you must contact INVISTA at the toll free number below. If INVISTA determines that the nonconformity is covered under this Limited Warranty, INVISTA will repair your XTI™ Carpet in accordance with the "General Terms and Conditions" below. If repair cannot reasonably be made, INVISTA will replace the affected area or reimburse the original purchaser according to the terms set forth under the "General Terms and Conditions" below. SUBJECT TO THE LISTED EXCLUSIONS AND TO THE GENERAL TERMS AND CONDITIONS BELOW, THE FOREGOING REMEDY REPRESENTS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU UNDER THIS ANTISTATIC LIMITED WARRANTY AND CONSTITUTES FULFILLMENT BY INVISTA TO YOU OF ALL OBLIGATIONS UNDER THIS LIFETIME ANTISTATIC LIMITED WARRANTY.

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Carpet of XTI™ nylon Limited Warranties (continued)

Disclaimer

These Limited Warranties exclude XTI™ Carpet which have been put to abnormal use or conditions, or abused in any way. "Abnormal use or conditions" includes, but is not limited to, water damage from plumbing, storm or flood, damage from smoke or fire, damage from cleaning methods or materials which do not conform with INVISTA's required "Carpet Care and Cleaning Instructions" defined under the "General Terms and Conditions" below, and improper maintenance. "Abuse" is any use of the XTI™ Carpet that is unreasonable considering the normal and expected uses of carpet in commercial premises. Damage from improper use or defects in manufacturing are specifically excluded from these Limited Warranties.

THE FOREGOING LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY INVISTA FOR YOUR XTI™ CARPET, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY INVISTA OR ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE XTI™ CARPET HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR USE OR PURPOSE. No person has been authorized to provide any other warranty or assume any other liability with respect to the XTI™ Carpet, except by written statement from an authorized officer of INVISTA.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL INVISTA OR ANY AUTHORIZED DEALER BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO REPAIR YOUR XTI™ CARPET, OR FOR ANY PERSONAL INJURY AND PROPERTY DAMAGE ARISING FROM YOUR HANDLING, POSSESSION OR USE OF THE XTI™ CARPET REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT,

INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR PURCHASE OR USE OF THE XTI™ CARPET OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF INVISTA EXCEED THE PURCHASE PRICE PAID BY YOU FOR YOUR XTI™ CARPET. The term "consequential damages" shall include, but not be limited to, loss of use and loss or damage to property.

General Terms and Conditions

The foregoing Limited Warranties are subject to the following terms and conditions. Non-compliance with the purchaser obligations could void your Limited Warranties.

- These Limited Warranties are applicable only to XTI™ Carpet installed in the United States and Canada.
- These Limited Warranties apply only to first-quality XTI™ Carpet lines made from XTI™ nylon which are validly trademarked as XTI™ Carpet. These Limited Warranties expressly exclude seconds or irregulars of any kind.
- The foregoing Limited Warranties apply only to indoor commercial installations and not to residential installations.
- The foregoing Limited Warranties apply only to XTI™ Carpet purchased after April 1, 2007, and are nontransferable.
- Your XTI™ Carpet must be properly installed in accordance with acceptable industry standards for commercial premises.*
- In order to make a claim under either of these Limited Warranties, the original purchaser must present INVISTA with the original sales receipt or other documentation acceptable to INVISTA demonstrating proof of purchase, installation date, carpet manufacturer and style name, and a sample of XTI™ Carpet purchased.
- The original purchaser shall reasonably cooperate with INVISTA in its efforts to provide the available remedies under these Limited Warranties.

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Carpet of XTI™ nylon Limited Warranties (continued)

- The remedies provided under these Limited Warranties are conditioned upon your compliance with the “Carpet Care and Cleaning Instructions” provided to you by INVISTA online at antron.net. For additional care and cleaning information, please contact an INVISTA representative toll free at 1-877-5-ANTRON (1-877-526-8766), or by email at antron@invista.com.
- To make a warranty claim or for warranty assistance during the Warranty Period, please call INVISTA at 1-877-526-8766. If INVISTA determines, in its sole discretion, that your XTI™ Carpet does not conform to one or both of these Limited Warranties, and that your warranty claim is covered under the appropriate Limited Warranty, INVISTA will, at its sole option, repair or replace your XTI™ Carpet.
- If INVISTA, in its sole discretion, elects to replace rather than repair your XTI™ Carpet, your XTI™ Carpet will be replaced with identical XTI™ Carpet. If the identical carpet is unavailable, you may select an item of comparable quality, color and value, up to the original purchase price. You will be responsible for any price difference between your original XTI™ Carpet and the replacement item. INVISTA’s responsibility under these Limited Warranties is limited to the cost of the replacement carpet and the necessary and reasonable costs to remove the original carpet and install the replacement carpet. Removal and replacement costs do not include the cost for moving furniture and equipment, lost productivity, disruption of business, or other incidental or consequential expenses. **No cash payments or refunds.**
- If INVISTA, in its sole discretion, elects to reimburse rather than replace the XTI™ Carpet, INVISTA will pay the original purchaser for removal of affected portion of the XTI™ Carpet and will reimburse the original purchaser in the amount equal to that percentage of the original purchase price actually paid to the dealer which represents the affected area of the XTI™ Carpet plus taxes (if applicable). Original installation costs, padding, finance charges, delivery charges, cleaning or maintenance costs, or other incidental expenses of any variety are specifically excluded.

For further information on warranty service, call 1-877-5-ANTRON (1-877-526-8766) or write to:

INVISTA
Attn: Antron® Warranty Services
175 TownPark Drive
Suite 200
Kennesaw, GA 30144

*CRI-104 “Standard for Installation of Textile Flooring Materials”. This industry-accepted bulletin is published by the Carpet & Rug Institute.

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