

Masland Modular Limited Lifetime Warranty

Masland offers this warranty to cover products manufactured with Perma, EarthWise, or Soft Shoe Cushion modular carpet backings. This warranty protects only the original end-user against manufacturing and performance defects. The length of time covered by the warranty is for the useful life of the product from the original invoice date under the following conditions: (1) The modular tile is installed by Masland authorized professionals in accordance with Masland's current installation specifications; (2) The modular tile is installed using Masland's adhesive or Tab Lock system; if applicable; (3) The modular tile is maintained in accordance with the Masland Care recommendations. The standard two-year warranty, as stated in the Masland Terms and Conditions, shall be in effect if these procedures are not followed.

*Installation specifications and carpet care recommendations can be obtained from your flooring contractor or on the Masland websites at <http://www.maslandcarpets.com>.

TUFT BIND / EDGE RAVEL / WEAR: Tuft bind strengths will be consistent with acceptable industry standards and modular product will not fail to perform due to tuft bind deficiencies under normal use. Modular carpet will not fail by showing yarn pulls, "zippering effect", or edge ravel under normal conditions. Masland warrants that carpet tiles will not lose more than 10% of their face fibers within 10 years if installed and maintained according to care recommendations.

DELAMINATION / STABILITY / RESILIENCE: Under normal use, modular carpet will test at or exceed the 2.5 lbs per square inch standard as defined under test method ASTM D3936 in reference to delamination. EarthWise/Perma backing is dimensionally stable and will not shrink, grow, cup, or dome under normal atmospheric conditions and use. Soft Shoe cushion back will maintain cushion resilience within accepted industry standards.

SMOKE DENSITY: Modular carpet will generate less than the maximum rating of 450 specific optical densities for smoke in the flaming mode, when tested in accordance with ASTM Test Method E-662 (NFPA 258). See the specific test report for each high performance product.

STATIC PROPENSITY: Modular carpet will prevent static buildup in excess of 3.5 kV when tested under the standard AATCC test method.

RADIANT PANEL: Modular carpet is appropriately classified under all applicable fire codes for the specified end use as tested under Test Method ASTM E-648. See the specific test report for each high performance product.

EXCLUSIONS: This warranty does not cover carpet appearance issues, damage to the carpet, or installation issues that are not the result of a manufacturing defect. Examples, without limitations, include:

1. Failure to use Masland adhesive or Tab Lock system, if applicable
2. Failure to follow proper Masland care recommendations
3. Failure to follow proper Masland installation specifications
4. Tears, burns, pulls, or cuts that are not manufacturing defects
5. Outdoor installation or use other than conventional floor covering
6. Abnormal use or abuse (roller skates, golf spikes, ski boots, etc.)
7. Use of improper cleaning agents or maintenance methods as defined by the Masland cleaning and maintenance guide
8. Damage due to unsatisfactory transit or improper storage
9. Fading due to exposure to excessive sunlight or other lighting, or environmental conditions including ozone fade
10. Acts of God

REMEDY: If the modular product fails to perform as stated above, Masland will resolve the issue at its discretion to conform to the warranty. At no charge for labor, materials, or freight, Masland will perform the following corrective actions: (1) Repair the affected area or; (2) Replace the affected area with same product or comparable product or;

(3) Refund the full purchase price of the product that is affected if replacement is not possible or practical. The liability is limited to repair, replace, or refund and does not include the cost of moving furniture, partitions, or equipment placed over the carpet subsequent to the completion of the original installation.

LIMITATIONS: For any legitimate claim made against this warranty within the 2 years of the invoice date, Masland will bear the cost of the repair, replacement, or refund as needed to satisfy the warranty. For any legitimate claim made against this warranty after two years from the invoice date, Masland will bear a prorated portion, using a ten-year life cycle, of the cost of repair, replacement, or refund as needed to satisfy the warranty. This warranty is subject to the following proration schedule: 95% in year 3, 90% in year 4, 80% in year 5, 70% in year 6, 60% in year 7, 50% in year 8, 40% in year 9, and 30% in year 10.

Incidental and consequential damages are not the responsibility of Masland, and, to the extent permitted by law, are hereby excluded as to both property damage and personal injury.

**Due to the unique characteristics of modular carpet, seams may appear more noticeable in certain products than broadloom carpet and should be considered when selecting modular carpet. Issues such as pile crush and visible seams do not constitute a manufacturing defect. These are inherent characteristics of modular carpet. However, given time to acclimate and with regular foot traffic, vacuuming, and proper maintenance, the fiber will blossom out to their intended appearance in 6 to 8 weeks and improve any appearance issues that show when first installed. Excessive storage time before installation will also cause pile crush and seam visibility issues and is not a manufacturing or performance defect.

**This warranty works in conjunction with Antron (Invista) and Universal Yarn systems warranties where applicable. Antron is a registered trademark of Invista.

NOTIFICATION OF CLAIMS AGAINST WARRANTY: All claims under this warranty must be submitted in writing to: Masland, P. O. Box 11467, Mobile, AL 36671.

OBLIGATIONS OF WARRANTOR: Masland will, within ten working days of receipt of claim, designate a representative to inspect the standard performance and evaluate the warranty claim.

DISCLAIMER OF WARRANTIES: The Manufacturer warrants solely the Manufacturing Defects set forth in this warranty. EXCEPT AS EXPRESSLY STATED HEREIN, THE MANUFACTURER'S GOODS ARE SOLD WITHOUT WARRANTY. THE MANUFACTURER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. These warranties apply only in the United States and Canada.