

Monterey 20 Year Non Prorated Limited Performance Warranty For LifeLONG™ Acrylic Polymeric Backing

The information herein explains the terms and conditions of the limited performance warranty which Monterey Carpets, Inc. extends to initial purchasers and first end users.

Products Covered

Monterey Carpets, Inc. will extend a limited performance warranty on all products which are first quality and have been properly installed in accordance with Monterey's published guidelines, and those of the most recent CRI-104 "Standard for Installation of Commercial Carpet," and maintained in indoor commercial installations, and providing that these and the following specific conditions herein have been met.

Adhesive and Seam Sealer: In order to maintain applicable limited warranty validation for direct-glue and double stick installations, Tandus Greenbond™ B-19 Broadloom Adhesive System must be used to adhere the product directly to the correctly prepared substrate. Additionally, for all types of installations, all seams and unfinished edges must be sealed utilizing either Tandus B-65 or Tandus B-71 Broadloom Seam Sealer. The use of Tandus Broadloom Adhesive System for direct-glue and double stick installations, and Tandus Broadloom Seam Sealer for all types of installations, is required in order to maintain applicable limited warranty validation.

Who is Covered

Only First Purchasers and First End Users of Monterey products qualify for this limited warranty. It cannot be transferred to subsequent owners.

Obligations of First Purchaser and/or First End User

Both the First Purchaser and/or First End User must comply in a timely manner with any reasonable requests from Monterey Carpets, Inc. to confirm that products have been handled and installed as required to meet the terms and conditions of this warranty.

Warranty Remedies

If a qualifying Monterey Carpets product fails to perform as warranted, Monterey Carpets may, at its sole discretion, choose any one, or combination of, the following remedies:

1. Repair the affected area(s) at no charge.
2. Replace the affected area with product(s) of comparable color and quality.
3. Issue a full refund based on the original invoice or that portion of original invoice from Monterey Carpets, applicable to the affected area(s).

Labor Charges for Repair or Replacement

If Monterey elects to replace product under this warranty, Monterey Carpets will pay for reasonable labor and handling charges¹ associated with the repair or replacement of defective product in the affected area(s), provided that such a claim is registered within 20 years from the date of the original sales invoice. If such a claim is registered after 20 years from the date of original sales invoice, Monterey Carpets will not be responsible for any labor and handling charges.

Furniture Removal for Repair or Replacement

Monterey Carpets will not be responsible for costs incurred for furniture, equipment, or fixture removal, nor any other costs associated with clearing or reordering of the affected area(s) in conjunction with the repair or replacement of defective product.

Exclusions from the Warranty

- ❖ Damage caused by negligent or improper storage, handling or transportation.
- ❖ Failure to comply with CRI-104 and Monterey Carpets' installation, adhesive and floor preparation guidelines applicable to the specific type and pattern of product purchased.
- ❖ Damage or deterioration caused by improper site conditions that have not been adequately corrected per CRI-104 recommendations.

- ❖ Normal tolerances that may cause products to vary slightly from approved samples.
- ❖ Inherent characteristics of carpet products which may affect product appearance, but do not affect performance, including, but not limited to, multiple dye lots, textural variations, side matching, roll marks, shedding, matting and crushing, highlighting and shading, watermarking or pooling, sprouting and tuft loss, ridging and rowing.
- ❖ Product installed with visible defects.
- ❖ Product installed without verifying proper color and style by the owner, occupant or designer.
- ❖ Failure to obtain pattern match.
- ❖ Tears, burns, cuts, pulls, or other damage, stain, loss of color or appearance caused either by abuse or inadequate or improper maintenance.
- ❖ Product that has been cleaned with the spin-bonnet rotary brush method.
- ❖ Ripping, buckling, raveling, stretching, and delamination of products installed by the Double Stick or Stretch-In Over Cushion method.
- ❖ Edge ravel where carpet abuts an uncarpeted area without molding or other protection.
- ❖ Product exposed to extreme indoor environmental conditions including, but not limited to laundry, toilet and wet areas, floods, direct sunlight and continuous and unprotected tracking of dirt and soil.
- ❖ Incidental damage caused by other trades, resulting from inadequate protection during construction or renovation.
- ❖ New Carpet Protection-the use of Plastic carpet protection products for post installation is not recommended. Monterey recommends non-staining building material paper and/or Masonite. Monterey absolves itself of any responsibility for damages or cost incurred by usage of post installation plastic protection products.
- ❖ Product installed on stairs, risers or nosing.

Use of Chair Pads

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required, and some degree of appearance change is to be expected.

Limitations of Warranty

The foregoing is the complete warranty for Monterey Carpets products and supersedes all other warranties and representation, whether written or oral. Except as expressly set forth above, no other warranties are made with respect to Monterey products and Monterey expressly disclaims all warranties not stated herein, implied or expressed, including without limitation, any warranty of merchantability or fitness of its products for any particular purpose.

The obligation of Monterey Carpets, Inc. under this limited warranty is limited solely to the repair, replacement and/or remuneration of purchase price of defective product, in part or whole based on original invoice amount to initial purchaser. In no event will Monterey Carpets be liable to the purchaser, or to any user of Monterey Carpets products, for any damages, expenses, lost revenues, lost savings, lost profits, or any other incidental or consequential damages arising from the purchase, use or inability to use Monterey products, even if Monterey has been advised of the possibility of such damages.

Backing	Installation Method	Warranty Coverage	Warranty Duration
LifeLONG™	Direct Glue-Down Only	Defects in workmanship, materials and construction Delamination / Edge Ravel Loss of more than 10% of surface face fiber	1 year from date of invoice 20 Year Non Prorated Limited Warranty

¹Reasonable labor and handling charges include standard and accepted local labor and materials handling charges. It shall not include overtime, storage, or any extraordinary cost of materials handling, including those covered under the term “the lift system,” cranes, hoists or other such equipment.