

### SMARTSTRAND GENERAL WARRANTY

### **Conditions and Homeowner Obligations**

To maintain and protect your coverage under the terms of these warranties, you must do the following:

- 1. **Keep proof of your purchase** in the form of a bill, invoice, or statement from your SmartStrand retailer that shows the price you paid for the carpet (excluding labour).
- 2. **Have your carpet installed by a professional installer.** Proper installation is as important as the original quality and durability of the carpet. An improperly installed carpet will not look good nor wear well and may cause delamination, buckling, wrinkling and loss of tufts in the seam areas.

Before a new carpet is installed, we recommend that it sits overnight, preferably unrolled, in an area with a temperature not less than 18°C. This allows the backing to become more pliable and easier to install. It also allows the 'new carpet smell' to dissipate. Independent testing has not found any harmful emissions from carpets, but the latex used to lock the tufts in place does produce a smell, which is sometimes referred to as 'new carpet smell'. Studies show 90-95% of the smell dissipates within 24-72 hours.

Depending on your room dimensions, a seam may be required during carpet installation. If at all possible, the seam should run perpendicular to windows in order to minimize light that reflects off the seam. Seams do show, and some constructions show more than others. There are no invisible seams.

- 3. Maintain your carpet according to SmartStrand requirements in the section of this brochure labeled "Carpet Care and Guidelines", including having a minimum of one professional cleaning every 18 months using the appropriate cleaning products, equipment, systems and services. You must show proof of cleanings in the form of a bill, invoice, or statement for cleaning services.
- 4. **Only clean your carpet** with a mild common household cleaner. All Smart-Strand qualities are bleach resistant (10% diluted Do not clean your carpet with pure household bleach).

Failure to comply with your SmartStrand General Warranty Conditions and Homeowner Obligations will void your carpet warranty.

### **SMARTSTRAND WARRANTY DETAILS**

Subject to the SmartStrand General Warranty Conditions and Homeowner Obligations, the Carpet Warranty and Carpet Characteristic Exclusions, and the disclaimer and limited liability set forth in this brochure, we provide the following specific warranties:

### SmartStrand Triexta Stain Resistance Warranty (All SmartStrand® products)

SmartStrand warrants for the period of time indicated on the written carpet specifications from the original date of installation that the surface pile of this carpet will resist stains from any food and beverage (including mustard, hot coffee and herbal teas); bleach, provided that bleach spills are accidental and bleach is not used as a cleaning agent, which will void the warranty; benzoyl peroxide (a common ingredient in acne medications); and other water-soluble, non-wax or non-oil based stains. We further warrant that if above-mentioned stains are saturated and result in wicking, these stains will release with additional re-cleaning (wicking is defined as a reappearance of previously cleaned stains due to liquid remaining in carpet backing or padding).

If permanent staining should occur that cannot be removed using recommended methods by a certified carpet-care professional, we will handle such claims as stated in the 'SmartStrand Limited Liability' section

of this warranty.

#### What Is Not Covered

In addition to the warranty exclusions listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section, also specifically excluded from this warranty is damage or stains caused by vomit, feces, urine other than pet (domestic dog or cat) urine or stains caused by acids or oil-based or wax-based substances including, but not limited to, tar, paints, lipstick or mascara. This warranty applies to carpet manufactured using SmartStrand® Triexta fibres only and does not apply to any other fibres.

# Pet Urine Stain Resistance Warranty (all SmartStrand® products)

SmartStrand warrants that the surface pile of this carpet will resist stains from pet (domestic dog or cat) urine for the period of time indicated on the written carpet specifications from the original date of installation. If above-mentioned stains are saturated and result in wicking, these stains will release with additional re-cleaning for the period of time indicated on the written carpet specifications (wicking is defined as a reappearance of previously cleaned stains due to liquid remaining in carpet backing or padding). If permanent staining should occur that cannot be removed using recommended methods by a certified carpet-care professional, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty.

### What Is Not Covered

In addition to the warranty exclusions listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this warranty, also specifically excluded from this warranty is damage or stains caused by any vomit or feces, or any urine other than pet (domestic dog and cat) urine. This warranty applies to above-mentioned urine stains only and does not cover odours. This warranty applies only to carpet manufactured with specific above mentioned carpet fibres and not to any other product.

### Soil Resistance Warranty (all SmartStrand® products)

SmartStrand warrants that this carpet will not have a noticeable colour change due to deposits of dry soil resulting from normal, indoor household foot traffic for the period of time indicated on the written carpet specifications from the original date of installation. 'Noticeable colour change' is defined as a rating scale of less than 3 using standardised rating scales contained in ISO 105-A02 Textiles-test for Colour Fastness-Part A02: Grey Scale for Assessing Change in Colour. If permanent noticeable colour change should occur that cannot be removed using recommended methods by a certified carpet-care professional, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty booklet.

### What Is Not Covered

In addition to the warranty exclusions listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this brochure, also specifically excluded from this warranty are damage or colour changes caused by grease, mud, asphalt, tar, paint, ink, rust, blood, cement, urine, feces, vomit, or from materials that permanently destroy dyes or alter colours (such as bleaches, acne medications, drain cleaners and plant food), or changes in appearance or colour due to burns, pets, tears, cuts, pulls, shading or pile reversal, fading, furniture depressions or athletic equipment.

# Abrasive Wear Warranty (all SmartStrand® products)

SmartStrand warrants that the surface pile of this carpet will not sustain more than 10% abrasive wear for a period of time indicated on the written carpet specifications from the original date of installation. 'Abrasive wear' means fibre-loss from the carpet through normal abrasion, not from crushing or

flattening of the carpet pile in any area, or from staining, soiling, fading or other changes in carpet appearance. If, within the warranted period, the pile weight of the carpet, when compared to non-traffic areas, loses more than 10% of its weight, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty.

#### What Is Not Covered

In addition to the warranty exclusions listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this brochure, also specifically excluded from this warranty is damage caused by tears, pulls, pilling, burns, furniture, wheel traffic, or athletic equipment.

### Texture Retention Warranty (All SmartStrand® products)

SmartStrand warrants that this carpet will maintain its texture, not showing excessive pile crushing or matting from ordinary foot traffic as a result of the tufts losing twist, for a period of time indicated on the written carpet specifications from the original date of installation. 'Texture retention' is the ability of the carpet tufts to retain their visible shape, as measured by the degree of bursting, opening, or untwisting of the tufts at the surface of the carpet. Texture retention is measured against standardised rating scales ranging from 5.0 (new or no change) to 1.0 (severe change), ISO Standard 9405 (using the hexapod protocol). To perform as warranted, this carpet must retain a texture rating of at least 2.5 under warranted conditions. If, within the warranty period, a texture rating of less than 2.5 occurs under warranted conditions, we will handle such claims as stated in the "SmartStrand Limited Liability" section of this warranty booklet.

#### What Is Not Covered

The items listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this brochure are excluded from this warranty.

# Anti-Static Warranty (All SmartStrand® products)

SmartStrand warrants that this carpet will not generate static greater than 5.0 kilovolts (using ISO 6356) for 15 years from the original date of installation. If static greater than 5.0 kilovolts is generated, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty.

### What Is Not Covered

The items listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of warranty are excluded from this warranty.

### Fade Resistance Warranty (All SmartStrand® products)

SmartStrand warrants that this carpet will not show a permanent colour change due to exposure to sunlight greater than one unit as measured by the ISO 105-A02 Textiles-test for Colour Fastness-- Part A02: Grey Scale for Assessing Change in Colour. This test is used for standard comparison of the extent of colour difference for a period of time indicated on the written carpet specifications from the original date of installation. If, within the warranty period, a colour change due to sunlight should exceed the ISO 105-A02 criterion, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty booklet.

SmartStrand warrants that this carpet will not show a permanent colour change due to exposure to atmospheric contaminants (including ozone or oxides of nitrogen) for the period of time indicated on the written carpet specifications from the original date of installation. 'Permanent colour change' is defined as a rating scale of less than 3 using standardised rating scales ISO 105-A02 Textiles-test for Colour Fastness--Part A02: Grey Scale for Assessing Change in Colour. If, within the warranty period, a colour change

due to atmospheric contaminants should exceed the ISO 105-A02 criterion, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty.

#### What Is Not Covered

The items listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this warranty are excluded from this warranty.

### Manufacturing Defects Warranty (All SmartStrand® products)

SmartStrand warrants that this residential carpeting is warranted against manufacturing defects for a period of time indicated on the written carpet specifications from the original date of installation. If, within the warranted period, this carpet is determined to be defective, we will handle such claims as stated in the 'SmartStrand Limited Liability' section of this warranty.

### What Is Not Covered

The items listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this warranty are excluded from this warranty.

In addition to the warranty exclusions listed in the 'Carpet Warranty and Carpet Characteristic Exclusions' section of this brochure, also specifically excluded from this warranty is any buckling or delamination issues that result from damage to the backing system during installation, from improper seaming, or from over-wetting due to improper cleaning, flooding, or any other over-wetting cause.

The following prorated schedule applies 25-Year Warranty: 1st Year – 4th Year: 100% \* 5th Year – 9th Year: 75% \* 10th Year – 14th Year: 50% \* 15th Year – 19th Year: 25% \* 20th Year – 25th Year: 10%

### CARPET WARRANTY AND CARPET CHARACTERISTIC EXCLUSIONS

UNLESS THE WARRANTY FOR YOUR SMARTSTRAND PRODUCT LISTED IN THIS WARRANTY BROCHURE SPECIFICALLY AND EXPRESSLY COVERS ANY ITEM LISTED BELOW, ALL SMARTSTRAND WARRANTIES EXPRESSLY FXCI UDF ALL OF THE FOLLOWING:

#### Accidents, Abuse, or Abnormal Wear

These warranties do not cover water damage from plumbing or appliance failure, storms or flooding, or damage incurred by or resulting from accidents or abuse such as staining, soiling, burning, cutting, or damage (other than specific domestic dog or cat urine stain coverage) caused by pets.

## Carpet on Stairs, In High-Traffic Areas, Bathrooms, and Kitchens

Unless carpeting installation meets the standards set forth in EN 1307, the warranties do not cover damage to or appearance changes on carpet installed on stairs, in bathrooms, kitchens, outdoors, or in high-traffic areas or areas subject to other than ordinary shoe traffic.

# Carpet Stains Resulting from Commercial Use

These warranties do not cover any carpet stains incurred by or resulting from commercial use (i.e., contracted services, in-home businesses, etc.).

# Carpet Wear or Routine Maintenance

These warranties do not cover normal carpet wear, routine cleaning and/or regular maintenance.

# Changes in Appearance

All carpets will change in appearance over time, primarily due to foot traffic. Carpet in heavy traffic areas will exhibit the most change. A good-quality underlay will help extend the carpet's appearance. Over time and with use, the tips of the tufts in cut-pile carpets will lose some twist, causing the carpet

to bloom. This is a normal characteristic of carpet and is not considered a manufacturing defect.

### Crushing

Crushing is the compaction of the pile thickness due to foot traffic or furniture. Regular use of a vacuum with a beater bar in high-traffic areas may help reduce changes in carpet's appearance. However, please note that carpet with thick loop pile and shag/cable construction may become fuzzy or worn with use of a beater bar vacuum; we recommend the use of a suction-only vacuum for these carpet constructions.

# Defects, Conditional

These warranties do not cover defects of conditions covered by other warranties.

### Defects, Visible Upon Installation

Once the carpet is installed, no warranty coverage will be provided for defects in the carpet which were clearly visible and should have been discovered prior to or during installation.

### Differences in Samples

These warranties do not cover minor and normal differences between the colour and texture of the retail store sample and true colour and texture of the actual carpet.

# Fading, Colour Changes or Colour Loss

These warranties do not cover sudden changes in carpet colour resulting from external causes (other than those specifically mentioned in this warranty brochure) such as fading due to spills of household chemicals and other non-food and non-beverage substances or gradual fading over time from emissions from heating fuels, pesticides, cleaning agents, benzoyl peroxide and other household items. Care should be taken when using these items.

#### Filtration Soiling

Dust, dirt, pollen, cooking vapours, and other airborne pollutants may appear as dark lines along walls, vents, and doorways. This is usually due to an imbalanced ventilation system that is incapable of removing the volume of air entering the room. The excess air escapes through gaps between floors, walls, and doorways. Professional cleaning may remove discolouration in affected areas, but the condition will usually return unless ventilation problems are corrected. Carpet of any quality will perform the same if subjected to filtration inefficiencies.

#### Footprints

Cut-pile carpets will show footprints and vacuum cleaner marks. This is characteristic of carpet and is not considered a manufacturing defect. Selecting a carpet with a lower pile height and denser construction will help to minimize this effect.

# Improper Cleaning and Maintenance or Inadequate Care

These warranties do not cover damage to your carpet caused by improper cleaning, improper maintenance or cleaning materials or inadequate care. Your SmartStrand carpet requires routine cleaning and maintenance. Maintenance requirements and recommendations are listed in this document under 'Carpet Care and Guidelines'. All cleaning receipts should be retained.

#### Improper Installation

These warranties do not cover damage to your carpet caused by improper installation. Examples include, but are not limited to, wrinkling due to

insufficient stretch, loss of tufts due to improper seam sealing, and seam peaking.

### Indentations

Furniture or other heavy objects can cause indentations in your carpet. Furniture coasters will help distribute the weight of heavy objects over a larger area. Brushing the affected carpet area with your fingertips will usually restore the crushed tufts to their original position. This is not considered a manufacturing defect.

### Matting

Entanglement of fibres and tufts of yarn tips may be caused by an underlay failure; usually it is due to improper maintenance. Residue from a spill that was not cleaned up thoroughly or cleaning residue that was not rinsed completely will lead to matting.

#### Odour

These warranties do not cover carpet odours.

#### Outdoor Installation

The warranties do not cover carpet installed outdoors. All SmartStrand carpets are intended solely for use as indoor floor coverings and are not recommended for any other purpose.

### Underlay Failure

These warranties do not cover defects or damages caused by failure of the underlay. Deterioration of the underlay can cause problems with your carpet. Please see the underlay manufacturer's warranty statement for more information.

### Problems with Moisture

These warranties do not cover problems caused by wetting or persistence of excessive moisture. For immediate assistance, contact a certified water damage restorations specialist.

# Products Other Than First Quality

These warranties apply to first quality products only and are not applicable to carpet sold as second quality, irregular, used or mill-end.

### Residences Other Than Owner-Occupied, Single-Family

These warranties apply only to carpet for single-family, indoor residential installations and do not cover carpet installed in any commercial or business places and/or daycare facilities.

#### Shading

Shading is a change in pile direction that results in an apparent change in colour due to the light reflecting in different ways. Solid colour cut-pile carpets will exhibit this more often than textured or patterned carpets. This is normal. Severe cases of shading are also known as pooling or watermarking and can result in permanent pile reversal after installation. No cause for this is known, and it is usually confined only to certain areas of an installation. Pooling or watermarking is not considered a manufacturing defect.

#### Shedding

Shedding is a normal characteristic of cut-pile carpets. It is more apparent in staple products than continuous filament styles. Regular vacuuming using a vacuum cleaner with a beater bar will remove most of the loose fibres during the first year.

# Stain Reappearance (Wicking)

These warranties do not cover reappearance of previously cleaned stains. If warranty conditions set forth in this brochure are met, stains that are saturated and result in wicking will release with additional re-cleaning.

### Transferability

These warranties are extended only to the original purchaser and are not transferable.

# Wrinkling or Buckling

Wrinkling may occur after installation and can be caused by excessive humidity, inadequate cushion, or unprofessional fitting, especially relative to power stretching. A competent installer can usually correct this problem.

### Yellowing

Yellowing can have many causes, such as BHT (butylated hydroxytoluene) off-gassing from rebond underlay, yarn lubricants, over-application of stain-resistant treatments, changes in alkalinity, cleaning solutions, general soiling, and fume fading. White vinegar applied to a clean white towel and held on the carpet will indicate if yellowing can be removed. If this works, a 10% solution of citric acid applied by a professional cleaner will usually remove yellowing. Yellowing is characteristic of carpet and not considered a manufacturing defect.

### Disclaimer of Implied Warranties

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY IMPLICATION 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 EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

By implied warranties we mean ones that the law presumes to have been given by the seller even though they are not set out in writing. PLEASE NOTE: Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

### SMARTSTRAND LIMITED LIABILITY

Provided that you have complied with the SmartStrand General Warranty Conditions and Homeowner Obligations included in this warranty brochure, we shall have as its entire liability and exclusive remedy the warranty liability described in this section. Our liability under this limited warranty shall be limited to the actual cost of repair or replacement of only the affected area of the carpet extending to the nearest wall, doorway, or entrance. We reserve the right to correct any defect prior to the carpet being removed, replaced, or any settlement being offered. Upon determination of a valid claim and that the carpet cannot be restored by repair, we will arrange a credit to your retailer equal to a percentage of the cost of the carpet replacement only. Credit will be issued based upon the length of time your carpet has been in use and according to the prorated schedule set out below for identical (or, if identical carpet is not available, comparable) carpet of equal value. The credit will be good only toward the purchase of new SmartStrand carpet. There will be no cash payment.

WE SHALL NOT BE LIABLE FOR AND WILL NOT PAY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER UNDER THIS WARRANTY. Some jurisdictions do not permit exclusion or limitation of

incidental or consequential damages, so the exclusion or limitation may not apply to you. The limited warranty gives you specific legal rights, and you may also have other rights within your legal jurisdiction. Except for these rights, the remedies provided under these warranties state the entire limit of Smart-Strand responsibilities.

#### CARPET CARE AND GUIDELINES

#### a. Selection

- When selecting carpet colour, you should view large carpet samples during
  the day and by lamplight in the evening in the area of installation. The colour
  you choose will look different under different lighting conditions.
- Light-coloured carpets will show more soil and require more maintenance than dark-coloured. Darker colours of carpeting are more effective in high-traffic areas. Multi-coloured and patterned carpets are especially effective in hiding soil.
- The performance and quality of a carpet is directly related to the amount and quality of fibre that goes into the pile. The better the fibre and the denser it is packed, the better the carpet's performance. Thin, less-dense carpet will lose its surface appearance faster. We recommend buying the highest quality you can afford.

## b. Regular Vacuuming

Most dirt, and even dust, takes the form of hard particles. When left in the carpet, these gritty, sharp particles abrade the pile of the carpet. Regular vacuuming not only prolongs the life of the carpet but will enhance its appearance as well. Most soiling in carpet is of the dry particle type which can be removed with a vacuum cleaner.

- Vacuum high-traffic areas daily, medium-to-high traffic areas twice weekly, and the entire house at least once a week.
- Use a vacuum with a rotating brush or beater bar. Change the bags often
  and check the beater bars for burs and gouges to prevent damage to the
  surface of the carpet. However, please note that carpet with thick loop pile
  and shag/cable construction may become fuzzy or worn with use of a beater
  bar vacuum; we recommend the use of a suction-only vacuum for these
  carpet constructions.

### c. Cleaning Recommendations

- Even with regular vacuuming, soil particles and oily dirt will cling to carpet fibres. Foot traffic drives these particles and dirt deep into the carpet. SmartStrand requires professional hot water extraction every 18 months using professional cleaning products, equipment or systems. Periodic cleaning by a certified carpet care professional using the hot water extraction method will refresh carpet appearance.
- The most-used areas entrances, doorways, traffic lanes and in front of chairs - will collect dirt faster than other areas. Clean these areas as soon as they begin to show soil. This will stop dirt from spreading and will extend the time between professional cleanings.

### **FILING A CLAIM**

Notify your retailer in writing. Be sure to describe the specific problem and to include a copy of your invoice. Your retailer will take appropriate action, including notifying us, if necessary.

If you are unable to contact your retailer for some reason, or if you do not get a satisfactory reply from the retailer, please contact:

LANO, Venetiëlaan 33, 8530 Harelbeke-Belgium, t +32 56 65 40 00, f +32 56 65 40 09 marketing@lano.be, www.lano.com