



Joy Carpets, Inc.

## COMMERCIAL CARPET WARRANTY PACKAGE

Revised: 1/01/2008

*These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial carpet products sold by Joy Carpets, Inc.*

### **WARRANTIES APPLICABLE TO ALL COMMERCIAL CARPET PRODUCTS:**

#### **FACE FIBER WEAR**

Joy Carpets warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight during the lifetime of the carpet. If the carpet is installed on stairs, this warranty will be limited to five years. A claim against this warranty requires the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of carpet from the area that is believed to be worn beyond the terms of this warranty. These samples will be submitted to an independent testing lab for verification.

#### **STAINING/SOILING RESISTANCE (Impervion®)**

Joy Carpets warrants that carpet which is treated with Impervion® will resist staining and soiling during the lifetime of the carpet.

#### **COLOR PATTERN PERMANENCY**

Joy Carpets warrants that the carpet will exhibit no pattern loss during the lifetime of the carpet. If the carpet is installed on stairs this warranty will be limited to five years.

#### **DELAMINATION OF BACKING**

Joy Carpets warrants that the backing of the carpet will not delaminate during the lifetime of the carpet.

#### **EDGE RAVEL**

Joy Carpets warrants that the carpet will exhibit no edge ravel or "zippering" during the lifetime of the carpet.

#### **TUFT BIND**

Joy Carpets warrants that the carpet will maintain its tuft bind integrity during the lifetime of the carpet.

#### **FLOOR COMPATIBILITY**

Joy Carpets warrants that the carpet will not cause a reactivation of old adhesives due to plasticizer migration during the lifetime of the carpet.

**ANTISTATIC**

Joy Carpets warrants that the carpet will not generate static shock greater than 3.5 kilovolts during the lifetime of the carpet.

**ANTIMICROBIAL PROTECTION (Impervion®)**

Joy Carpets warrants that the Impervion® antimicrobial agent will remain active during the lifetime of the carpet. Impervion® inhibits microbial activity that can contribute to deterioration in the carpet backing.

**FLAMMABILITY**

Joy Carpets warrants that at the time of shipment the carpet will comply with the applicable provisions of the Federal Flammable Fabrics Act for carpet used as floor covering in commercial installations. Joy Carpets does not represent that this or any other carpet fabric will not burn or generate smoke under actual fire conditions.

**ADDITIONAL WARRANTIES FOR MODULAR CARPET PRODUCTS ONLY:****CUSHION RESILIENCY**

Joy Carpets warrants that the modular carpet with attached cushion will retain 90% of its cushion resilience during the lifetime of the modular carpet.

**DIMENSIONAL STABILITY**

Joy Carpets warrants that the modular carpet will maintain its dimensional stability during the lifetime of the modular carpet.

**FLOOR RELEASE**

Joy Carpets warrants that the initial installation of the modular carpet will release from the floor during the lifetime of the modular carpet.

**MOISTURE RESISTANCE**

Joy Carpets warrants that the modular carpet will resist moisture penetration during the lifetime of the modular carpet. This warranty does not include moisture penetration at the seams of modular carpet.

**SPECIALTY PRODUCT LIMITED WARRANTY:****STAYTAC® MODULAR CARPET**

Joy Carpets warrants that at the time of shipment, modular carpet with StayTac® will maintain sufficient bond strength to hold the modular carpet in place under normal foot traffic use for ten (10) years.

## **WARRANTY TERMS AND CONDITIONS**

The following terms and conditions (the 'Warranty Terms and Conditions') apply to all warranties made by Joy Carpets, Inc. ("Joy Carpets") for commercial carpet sold by Joy Carpets. These Warranty Terms and Conditions and related warranties do not apply to non-commercial installations.

The warranties provided herein are in lieu of any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. These warranties are subject to the limitations and exclusions set forth in these Warranty Terms and Conditions and in the individual warranties. These warranties only apply to carpet installed in accordance with Joy Carpets' installation instructions (which are specific for each carpet product), installed in an indoor commercial environment and properly maintained in accordance with current, published Joy Carpets specifications. These warranties shall not apply to carpet which has been placed in storage for extended periods, exposed to temperature extremes, or bent or deformed. Additionally, these warranties do not cover damage arising from any use that is different from the normal, intended use of carpet, including, but not limited to, (i) damage caused by chlorinated or any other solvent-based cleaning agents;(ii) damage caused by exposure to substances or contaminants which degrade or destroy color in carpet; (iii) damage caused by use of inappropriate maintenance methods or unapproved maintenance service providers, (iv) damage caused by, sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer; and (vi) damage arising from the condition of the subfloor (i.e. undue moisture). Joy Carpets is not responsible for any change or modification to the carpet which might occur after it leaves Joy Carpets' premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the carpet. In no event shall Joy Carpets be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise. Service properties such as pile shading, pile crushing, being used as a traffic lane, wear or abrasion and other similar properties are not defects and such properties are not warranted.

Warranty periods, whatever the length and wherever referenced in this document, begin at the date of the applicable invoice.

Joy Carpets recommends and endorses the MilliCare® Textile and Carpet Care service network as the best way to maintain and prolong the life of Joy Carpets commercial carpet. Joy Carpets also recognizes IICRC-certified maintenance providers adhering to the IICRC-S100 carpet cleaning standard as acceptable in fulfilling this requirement, with the exception of use of spin bonnet carpet cleaning which is NOT acceptable.

Purchaser's exclusive remedy for any and all losses or damages resulting from defective carpet shall be the repair or replacement of the carpet in the affected area, as determined by Joy Carpets in its sole discretion. The selected remedy shall reflect the previous usage of the carpet and may take the form of credit toward future purchases. This shall be the purchaser's sole remedy. If replacement is chosen by Joy Carpets as the appropriate remedy, Joy Carpets will not be responsible for additional expenses including but not limited to: (i) labor, (ii) the removal of furniture, partitions, temporary walls and the like which are located on, above, or around the carpet installation, or (iii) any ancillary fees or costs, including, but not limited to building charges for use of elevators, air conditioning, utilities, after hours access or charges for freight,

shipping or handling. These additional expenses shall be borne by the purchaser. Replacement will be made with a current, comparable Joy Carpets carpet.

Warranty coverage is limited to the original purchaser of the carpet (which includes anyone purchasing carpet through a dealer), and is not transferable. Joy Carpets requires the original sales receipt or other documentation as proof of warranty coverage.

“*Lifetime*” is defined as the period of time that the original purchaser of the carpet chooses to keep the carpet on the floor at the original installation site.

***Obligations of Purchaser-Owner:***

1. Purchaser/Owner must submit notice of all claims under this warranty within the warranty period and comply with any other obligations under the warranty.
2. Claims must be submitted in writing to Joy Carpets.
3. All areas in which carpet is to be replaced must be cleared of all furnishings and other items or materials that had been installed over the affected carpet at Purchaser/Owner's expense.
4. For information about your Joy Carpets' product or for answers to questions about warranties, please contact Joy Carpets at:

Phone Number: 800-645-2787

E-mail: [joycarpets@joycarpets.com](mailto:joycarpets@joycarpets.com)

Fax Number: 706-866-7928

***Obligations of Joy Carpets:***

Joy Carpets will, within ten (10) business days of receipt of such written notice, promptly respond to the claim.