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APEX SDP Polyester Fiber Warranty

Pentz[™] Commercial Flooring Solutions (Pentz) extends certain fiber warranties which cover products manufactured with APEX[™] SDP Polyester These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed in accordance with the Pentz carpet installation instructions and (2) the carpet is maintained in accordance with the Pentz carpet maintenance instructions.

Warranties

For carpet manufactured with APEX™ SDP Polyester, the following Lifetime warranties apply:

Stain Removal Warranty

Carpet will resist permanent staining caused by spots and spills.

Exceptions include the following which are not the result of staining: appearance change due to pile distortion; damage from exposure to materials or contaminants which degrade or destroy nylon; damage resulting from non-Pentz[™] approved cleaning agents; general soiling; installation outdoors; exposure to parking lot dressing, coating or sealer; and carpet which has been subject to abnormal use or conditions. (In the unlikely event that the stain cannot be removed, Pentz[™] will pay for freight, labor and the material cost of carpet up to 100 times the size of the stain based on our invoiced price and not to exceed our invoice total.)

Colorfastness Warranty

Carpet will not undergo a significant change in color due to exposure to light or atmospheric contaminants as tested under AATCC-16E and AATCC-129.

Color Transfer (Wet/Dry): Carpet will resist color transfer from wear or abrasion as measured by AATCC Test Method 165. Minimum rating of 4.5 or better will be met compared to AATCC 165 – Color Transfer Scale.

Water Bleed: Carpet will resist color change or bleeding as measured by AATCC Test Method 107. Minimum rating of 4.5 or better will be met.

Bleach Resistant: Carpet will resist bleed or color loss when exposed to oxidizing agents such as household bleach, benzoyl peroxide and hydrogen peroxide. When bleach is used, only mild solutions are approved: bleach should be diluted with water at a ratio of 5% chlorine bleach/95% water. See Pentz™ maintenance instructions for complete details.

Wear Warranty

Carpet will retain a minimum of 90% of its face fiber. Although not required, Pentz™ strongly recommends chair pads under chairs with rolling casters to preserve appearance and to prevent accelerated wear.

Static Warranty

Carpet will retain permanent static protection below 3.5 kv as tested under AATCC-134.

Should our APEX SDP Polyester product fail to perform as warranted above, Pentz will resolve the deficiency at its discretion by one or more of the following methods at no charge for materials, freight, and labor: A) repair the affected areas, B) replace the affected area with comparable product or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishing, partitions, and similar materials that may have been installed or placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by Pentz, Replacement will be a comparable style from the current product line.

Exclusions:

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

- 1. Unsatisfactory transit or improper storage.
- 2. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
- 3. Placing excessively heavy equipment on carpet.
- 4. Tears, burns, pulls, and cuts.
- 5. Improper cleaning agents, methods, or general soiling.
- 6. Failure to follow the Pentz™ published installation guidelines or improper installation.
- 7. Athletic equipment such as roller blades, ski boots, or spiked athletic shoes, other than spikeless golf shoes.
- 8. Accidental flooding and acts of God.