

# Indoor/Outdoor Carpet - Five Year Limited Warranty

The following is the Five Year Limited Warranty issued by Shaw Industries, Inc ("Shaw") for Indoor/Outdoor carpet.

This warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw Industries installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Industries maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.

The Five Year Warranty is further limited to the period of time the carpet is owned and maintained by the original enduse purchaser. The basis of any warranty related claim is the original Shaw invoice or authorized Shaw dealer invoice. Damage resulting from the failure to follow these instructions will not be covered under this warranty.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Philadelphia/ Queen Commercial at 1-800-441-7429.

#### What the five year limited warranty covers:

Fiber - Fiber Degradation - Philly Queen Commercial warrants that this Indoor/Outdoor carpet, when installed and maintained as recommended by Shaw Industries for proper indoor/outdoor use, will not display ultraviolet (UV) degradation, resulting in fiber deterioration or loss.

(Failure shall mean that the weight of the yarn shall have decreased a minimum of 25 % for tufted products or 40 % for needlebond product. This will be from the weight of the original weight at the time the products were manufactured as a result of ultraviolet degradation, as tested per ASTM D 5848).

Actual degradation will cause a deterioration of the yarn and loss of pile as a result. Failure does not include a decrease in pile height of the face yarn from the original pile height as a result of surface compression due to normal wear.

Backing - Tuft Bind - Philly Queen Commercial warrants that our Indoor/Outdoor carpet, when installed and maintained as recommended by Shaw Industries, under normal use, will provide tuft bind performance expectations consistent with this type backing.

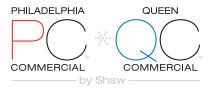
Backing - Integrity/Delamination - Philly Queen Commercial warrants that our Indoor/Outdoor carpet, when installed and maintained as recommended by Shaw Industries, under normal use, will not delaminate from the face carpet. Note: The construction, fiber and backing system used in this product is designed and engineered for general indoor/ outdoor conditions and use unless otherwise specified.

## What you should do if any of the above problems occur and you need warranty service:

You (the original purchaser) should notify the authorized Shaw Dealer and/or your Philly Queen Commercial representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: www.shawonline.com or Shaw Industries – Financial Services, P.O. Box 40, Dalton, GA 30722. Shaw Industries will designate a representative to inspect the Carpet and evaluate the warranty claim.



### What Shaw Industries will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw commercial product will be at the consumer's expense.

### What conditions apply to Shaw Industries five year limited Warranty:

- 1. This warranty specifically <u>excludes</u> general soiling, discoloration, appearance change due to pile distortion, flattening of pile or pattern, staining, fading from exposure to substances or contaminates which degrade or destroy the face fiber or the color of the carpet due to abnormal use.
- 2. This warranty specifically <u>excludes</u> carpet which has been surface treated with materials not recommended by Shaw Industries or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by Shaw Industries.
- 3. **Unless otherwise noted**, this warranty specifically <u>excludes</u> carpet installed on stairs/landings or in areas subject to abnormal use (i.e. ski boots, athletic cleats, skates) or exposed to abusive wear from pivot points or from such uses as, athletic surfaces, batting cages or playgrounds or when exposed to flood or prolonged excessive moisture or damage from pressure washing.

Please note - The warranty is not transferable. It extends only to the original retail purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

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