

Limited Warranties

STAINMASTER® Carpet



STAINMASTER

CARPET™

Always stylish. Always beautiful.®

Limited Warranties At A Glance

To determine which limited warranties apply to the STAINMASTER® carpet you purchased, locate the brand of carpet you purchased, and the applicable limited warranties are indicated next to the logo. For complete limited warranty conditions for all STAINMASTER® carpet, see pages 3–6.

Please note that your limited warranty coverage begins on the date of purchase and continues for the stated period of time (each a “Warranty Period”). All limited warranties are subject to the General Terms and Conditions set forth on pages 9–12.

Warranties

		Stain Resistance	Soil Resistance	Texture Retention	Abrasive Wear	Anti-Static
 <p>STAINMASTER XTRA LIFE CARPET® <i>Always stylish. Always beautiful.®</i></p>	Residential Installations	Limited 7-Year No Food and Beverage Exclusions	Limited 7-Year	Limited 10-Year	Limited 10-Year	Limited Expected Lifetime of Carpet
 <p>STAINMASTER CARPET™ <i>Always stylish. Always beautiful.®</i></p>	Residential Installations	Limited 7-Year No Food and Beverage Exclusions	Limited 7-Year	N/A	Limited 10-Year	Limited Expected Lifetime of Carpet
 <p>STAINMASTER HOME & OFFICE CARPET™ <i>Strong enough for the office. Elegant enough for the home.™</i></p>	Residential Installations	Limited 7-Year No Food and Beverage Exclusions	Limited 7-Year	Limited 10-Year	Limited 10-Year	Limited Expected Lifetime of Carpet
	Commercial Installations	N/A	N/A	N/A	Limited 10-Year	N/A

If STAINMASTER® carpet cushion is purchased at the same time as a particular brand of STAINMASTER® carpet and is installed under the STAINMASTER® carpet, the above listed limited warranties will be extended for three (3) additional years.

Limited Warranties For Residential Installations Only

Stain Resistance Limited Warranty

See chart on pages 1–2 for the Warranty Period applicable to your carpet.

- For the Warranty Period stated, **subject to your compliance with the recommended carpet care and cleaning procedures found on pages 13–16 of this booklet**, the surface pile of your carpet will **resist most food and beverage stains** occurring during normal residential use (“covered stains”). We will, at our sole option, repair the affected area of your carpet containing the covered stain, or, if repair cannot reasonably be made, we will replace the affected area of your carpet.
- **To qualify for coverage under this limited warranty, you must have had hot water extraction, performed by a trained, qualified carpet care professional, at least every 24 months since the date of purchase of your carpet. (You must provide your receipts for proof of service.†)** In addition, you must have tried cleaning the affected area of your carpet by using the cleaning procedures found on pages 13–16 of this booklet. If the affected area remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected area of your carpet professionally cleaned at your expense. If the affected area remains unsatisfactory after the professional cleaning, you must contact STAINMASTER® carpet Consumer Care and provide proof of the professional cleaning **within 30 days of the professional carpet cleaning.**†
- Note that there can be some loss of stain resistance in high traffic areas such as stairs. This warranty excludes any stains that may occur in these high traffic areas such as stairs.
- This limited warranty also excludes color changes due to fading.

No carpet is fully stainproof. Therefore, INVISTA expressly excludes and does not extend warranty coverage to any of the substances or causes of damage identified below (“non-covered stains”). In addition, a more detailed list of non-covered stains, including typical non-food and non-beverage stains can be found on page 14 of this booklet. The following non-covered stains are excluded from this limited warranty:

- 1 – Non-food and non-beverage substances, including, for example, but not limited to, cosmetics, bleaches, inks, etc.
- 2 – Substances which destroy or change the color of carpets, including, for example, but not limited to, stains caused by dyes (such as clothing or food coloring), bleaches, acne medications, drain cleaners, and plant food.
- 3 – Pet or human stains (such as vomit, blood, urine, feces).

Soil Resistance Limited Warranty

See chart on pages 1–2 for the Warranty Period applicable to your carpet.

- Over time, any carpet may change color due to the accumulation of dry soil from foot traffic. INVISTA warrants that for the stated Warranty Period, **subject to your compliance with the recommended carpet care and cleaning procedures found on pages 13–16 of this booklet**, your carpet will not have a “noticeable color change” (as defined below) due to deposits of dry soil as a result of foot traffic from normal, indoor household use.
- Noticeable color change is defined as change greater than 3 using standardized rating scales (Grey Scales–AATCC Evaluation Procedure 1 or equivalent in the U.S. or via Test method 121 in Canada).
- Excluded from this limited warranty are: color changes from grease, mud, asphalt, tar, paints, ink, rust, blood, cement, materials that permanently destroy dyes or alter colors (such as bleaches, acne medications, drain cleaners and plant food), urine, feces, vomit, appearance or color changes due to burns, pets, tears, cuts, pulls, shading or pile reversal, fading, furniture depressions or athletic equipment. **Following the recommended carpet care and cleaning procedures found on pages 13–16 of this booklet is essential to minimize color change from dry soil.**
- **To qualify for coverage under this limited warranty, you must have had hot water extraction, performed by a trained, qualified carpet care professional, at least every 24 months since the date of purchase of your carpet. (You must provide your receipts for proof of service.†)** In addition, you must have tried cleaning the affected area of your carpet by using the cleaning procedures found on pages 13–16 of this booklet. If the noticeable color change remains after you have tried these cleaning procedures, then you must have the affected area of your carpet professionally cleaned at your expense. If the noticeable color change still remains after the professional cleaning, you must contact STAINMASTER® carpet Consumer Care and provide proof of the professional carpet cleaning **within 30 days of the professional carpet cleaning.**†
- If, following the above procedures, including professional cleaning, INVISTA determines that the noticeable color change is covered under this limited warranty, INVISTA will, at its option, repair or replace the affected area of your carpet.
- Due to the nature of heavily concentrated traffic on stairs, this warranty specifically excludes stairs.

† An invoice or other documentation signed by the vendor is required.

Texture Retention Limited Warranty

See chart on pages 1–2 for the Warranty Period applicable to your carpet.

Please note that not all brands of STAINMASTER® carpet carry a Texture Retention Limited Warranty.

- During the applicable Warranty Period, the surface pile of your carpet, when installed over carpet cushion meeting the standards described below, will not, under normal residential use, exhibit a “significant loss of carpet pile texture” which results from the carpet tufts bursting, blooming, opening or losing their twist.
- Texture retention is the ability of carpet tufts to retain their visible shape, and not burst, bloom, open or lose their twist, and is measured by using an international standardized rating scale ranging from 5.0 (new or no change) to 1.0 (severe change), CRI TM-101.
- **When determining whether a “significant loss of carpet pile texture” has occurred, the following shall apply:**
- This limited warranty is limited to loss of texture from foot traffic, resulting in tufts bursting, blooming, opening or losing their twist which cannot be corrected. Due to the nature of heavily concentrated traffic on stairs, this warranty specifically excludes stairs.
- This limited warranty specifically excludes damage from such things as tears, pulls, cuts, pilling, burns, pets, furniture coasters, athletic equipment, vacuum marks or heavy wheeled devices. Changes in appearance caused by matting, crushing, soiling, shading or pile reversal, cornrowing, fading, or furniture depressions are also specifically excluded.
- If INVISTA determines that your carpet’s texture rating is below the minimum standards specified for the reasons described above, INVISTA will, at its sole option, repair or replace the affected area of the carpet.
- Your carpet will maintain a texture rating of at least 3.0 as measured on the international standardized rating scale for the first five years after purchase, and a texture rating of at least 2.5 for the remaining years of the Warranty Period.
- In the U.S., carpet must be installed over carpet cushion which meets the HUD UM 72a, Class 1 standards. These HUD standards set minimum standards for carpet cushion for density (lbs./ft³), thickness (in.), weight (oz./sq.yd.), and other physical characteristics which determine performance.
- In Canada, carpet must be installed over carpet cushion which meets all the minimum parameters as per * CGSB Standard 20-GP-23M-1978 entitled “Standard for: Cushion, Carpet, Flexible Polymeric Material.” This standard sets minimum standards for carpet cushion padding for density (kg/m³), thickness (mm), and other physical characteristics which determine performance.
- **Hot water extraction to refresh carpet texture, performed by a trained, qualified carpet care professional, is required at least every 24 months for coverage under this limited warranty. You must provide your receipts for proof of service.†**

† An invoice or other documentation signed by the vendor is required.

Lifetime Anti-Static Limited Warranty

- For the expected life of your carpet, it will not generate static greater than 5.0 kilovolts (using AATCC Test Method 134–91 in the U.S. or 134-96 in Canada). Most people are unaffected by static of that degree. If INVISTA determines that your carpet does not meet this anti-static limited warranty, INVISTA will repair your carpet, or, if repair cannot be reasonably made, INVISTA will replace the affected area.

Abrasive Wear Limited Warranty For Residential Installations and for Commercial Installations of only STAINMASTER® HOME & OFFICE™ carpet

See chart on pages 1–2 for the Warranty Period applicable to your carpet.

- During the applicable Warranty Period, your carpet (excluding stairs) will not incur Fiber Loss from Abrasive Wear (as hereinafter defined) by more than 10% in any area. “Fiber Loss from Abrasive Wear” is defined as actual loss of fiber, due to abrasion, from the surface pile of the carpet and does not include damages caused by or resulting in tears, pulls, cuts, pilling, shedding, burns, pets, fuzzing, matting, crushing, shading or pile reversal, fading, improper cleaning, improper installation, or defective construction. Damages caused by improper cleaning methods and materials are also excluded.
- **To qualify for coverage under this limited warranty, you must have had hot water extraction, performed by a trained, qualified carpet care professional, at least every 24 months since the date of purchase of your carpet. (You must provide your receipts for proof of service.†)**
- If INVISTA determines that your carpet has incurred Fiber Loss from Abrasive Wear, INVISTA will, at its option, repair or replace the affected areas of your carpet.
- This limited warranty also applies to commercial installations of only STAINMASTER® HOME & OFFICE™ carpet.

Carpet Care And Cleaning Procedures

- **These limited warranties are conditioned upon your compliance with the recommended carpet care and cleaning procedures and are voided if not followed. These procedures are defined in this booklet on pages 13–16.**
- Topical treatments (including many fungicides, bactericides, biocides, antistatics and stain resists, etc.) may adversely affect the soil resistance, stain resistance and/or other benefits of your carpet. These warranties exclude any claim or liability for defects and damages to your carpet caused by such topical treatments. However, topical soil-resistant fluorochemical treatments, which do not adversely affect the carpet, are acceptable.

Responsibility In Fulfillment

If your carpet does not perform in accordance with these limited warranties, you must file a claim, as described in the instructions below. If INVISTA determines that your claim is covered under one or more of these limited warranties, INVISTA will, at its sole option, repair the **affected area** of your carpet, or, if repair cannot reasonably be made, we will replace the **affected area** of your carpet.

- If INVISTA replaces your carpet, we will pay only for the removal and disposal of your original carpet, and the costs and installation of your comparable replacement carpet. Any other labor charges or other charges are the purchaser's responsibility. This coverage applies to all brands of STAINMASTER® carpet. If the identical carpet is not available, we will provide you with a STAINMASTER® carpet of comparable quality, color and value. If your original carpet is replaced, **any costs associated with new carpet cushion or for moving furniture, equipment or baseboards are your responsibility and will not be paid by us.**

To File A Claim

For All Inquiries To Our Warranty Service Center

- Please make sure you have these items handy:
 - Proof of purchase for the carpet. Even if you don't have the receipt for the carpet, please know where and when the carpet was purchased.
 - Complete carpet identification. Our representatives can better determine how to meet your needs if you know the following:
 - Carpet Mill Name
 - Carpet Style Name
 - Carpet Style Number
 - Type of STAINMASTER® carpet Purchased (STAINMASTER® XTRA LIFE® carpet, STAINMASTER® HOME & OFFICE™ carpet or STAINMASTER® carpet)
 - Date(s) and proof of professional cleaning(s).
- Be prepared to give a thorough explanation of the issue and describe what the carpet looks like now. Try to find out what caused the problem.

When You Call

- After gathering the information described above, you'll be ready to call 1-800-438-7668. The customer care representative will ask you for information about your carpet and the problem you are experiencing.
- After collecting information about you and your carpet our representative will go through the following steps to assess your situation and take appropriate actions:
 - Make sure your carpet is STAINMASTER® carpet.
 - Check that the reported problem is covered by one of the limited warranties.
 - If the problem is covered by one of the limited warranties, they will request faxed copies of all of your receipts.
 - May request a swatch of remnant carpet.

Contact Information

- For information about STAINMASTER® carpet and limited warranties or special assistance for carpet care and cleaning, call 1-800-438-7668. Hours for this toll-free line are 8AM to 5PM EST, Monday through Friday.
- Visit www.stainmaster.com where you can register your warranty and obtain complete carpet care and cleaning information.

Before You Call, Help Us To Help You.

- We can better serve you if you have the information listed below ready to give our Customer Service Representative. Ask your carpet salesperson to help you gather this information. Please save your original purchase invoice as well as a small piece (6" x 6") of both the carpet and the carpet cushion for reference. You will need to provide proof of purchase in order to qualify for limited warranty coverage. In addition, you must provide copies of all applicable professional cleaning receipts, including dates of service.
- For warranty service, call 1-800-438-7668 or write to:
STAINMASTER® carpet Consumer Care
175 TownPark Drive, Suite 200
Kennesaw, GA 30144

Please Check The Warranted Carpet You Purchased:



Date of Purchase Sq. Yds. Purchased

Mill or Distributor Name Mill Roll No.

Style or Quality Name Style No.

Type of Carpet Cushion

Name of Carpet Retail Store

Street Address

City/State/Zip Code or City/Province/Postal Code

() _____
Retailer Telephone Number

General Terms And Conditions

- If you are experiencing a problem with your carpet and you believe that your problem with your carpet is covered by one or more of the limited warranties set forth in the preceding pages, please contact INVISTA at the number or address provided on page 8 of this booklet.
- Only first quality carpet (not seconds or irregulars) which meets unparalleled construction and performance specifications can earn the name STAINMASTER® carpet and be covered under these limited warranties.
- These limited warranties apply to all carpet purchased on or after May 1, 2010 for all STAINMASTER® carpet products and installed in the owner-occupied space in an owner-occupied residence (and a commercial office building or retail space for only STAINMASTER® HOME & OFFICE™ carpet), and to all STAINMASTER® carpet purchased by the tenant and installed in the portion of a rental dwelling occupied by such tenant. Timeshare dwellings are specifically excluded. Warranties are transferable to subsequent owner-occupiers only in owner-occupied residences. If the carpet is removed from the home or office, these limited warranties will be deemed null and void.
- These warranties do not apply to rugs or to bound carpet. If you purchased a STAINMASTER® rug, it comes with its own warranty.
- These limited warranties exclude carpet which has been put into commercial use, except for the Abrasive Wear Limited Warranty which applies when STAINMASTER® HOME & OFFICE™ carpet is installed in a home or office or retail space for commercial use. These limited warranties also exclude abnormal use or conditions, any type of abuse, vandalism, or damage by smoke, fire, storm, flood, hurricane, wind, lightning, any other natural disaster or any act of God. "Commercial use" includes, but is not limited to, use in a store, office or other place of business. "Abnormal use or conditions" includes, but is not limited to, water damage from plumbing, storm or flood, damage from smoke or fire, damage from improper cleaning methods or materials, and from improper maintenance. "Abuse" is any use of the carpet that is unreasonable considering the normal and expected uses of a carpet in a residence. Damage from improper installation or defects in carpet manufacturing are specifically excluded from these limited warranties.
- To qualify for repair or replacement, **you must provide the original sales receipt or other documentation** acceptable to INVISTA which demonstrates proof of purchase of a STAINMASTER® carpet and of carpet cushion which meets the requirements noted under the Texture Retention Limited Warranty, and proof of installation date. (Proof of purchase must reflect that full payment has been made for the STAINMASTER® carpet.) The documentation must include STAINMASTER® carpet name and complete color and style information. **You must also provide INVISTA with professional cleaning receipts, if required.** Please note that we will not reimburse you for your costs of professional cleaning.
- Any repair or replacement under these limited warranties will be made by INVISTA and will be limited to the affected area of the carpet. If replacement is necessary, the limited warranty covers only the removal and disposal of the old carpet and the cost and installation of the new carpet, unless otherwise specified by a specific warranty. If the identical carpet is not available, a STAINMASTER® carpet of comparable quality, color and value will be provided. Comparability in carpet specifications will be determined by INVISTA.
- You must reasonably cooperate with INVISTA in its efforts to perform its obligations under these limited warranties.
- If INVISTA replaces your STAINMASTER® carpet under any of these limited warranties, the Warranty Period for your replacement STAINMASTER® carpet will be for the remaining portion of the Warranty Period from your original STAINMASTER® carpet.

THE FOLLOWING APPLIES TO ALL OF THE LIMITED WARRANTIES INCLUDED IN THIS BOOKLET:

- **These limited warranties give you specific legal rights, and you may also have other legal rights which vary from state to state. This may also be the case in Canada from province to province.**

These limited warranties apply only to wall-to-wall carpet installed in the U.S. or in Canada.

- **THE LIMITED WARRANTIES IN THIS BOOKLET ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY INVISTA FOR THE CARPET SPECIFIED, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY INVISTA OR ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT, OR ANY TRADE USAGE (EXCEPT FOR THOSE IMPLIED WARRANTIES APPLICABLE UNDER LAW, WHICH, WHERE PERMITTED BY APPLICABLE LAW, ARE HEREBY DEEMED LIMITED TO THE DURATION OF THE GIVEN WARRANTY PERIOD STATED HEREIN), WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR BUYER'S USE OR PURPOSE. NO DISTRIBUTOR, DEALER, RESELLER, SALESPERSON, OR RETAILER OR ANY REPRESENTATIVE OF INVISTA HAS THE AUTHORITY TO MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THE LIMITED WARRANTIES IN THIS BOOKLET, WHETHER ORALLY OR IN WRITING.** Some states do not allow limitations on how long an implied warranty lasts so the above limitations may not apply to you. Some provinces do not allow certain limitations on warranties provided under the law, including a limitation on how long an implied warranty lasts, so the above limitations may not apply to you.
- **SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL INVISTA BE LIABLE TO YOU FOR ANY LOST OR PROSPECTIVE PROFITS, LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO CLEAN COVERED STAINS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCT OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF INVISTA EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. FOR THE SAKE OF CLARITY, THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF USE AND LOSS OR DAMAGE TO PROPERTY, AND THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN §2-715 OF THE NEW YORK UCC.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Also, some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Dispute Resolution – Mandatory Arbitration Provision

THIS DISPUTE RESOLUTION PROVISION ONLY APPLIES TO CONSUMERS RESIDING IN THE UNITED STATES WHO PURCHASE STAINMASTER® CARPET.

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION OF INDIVIDUAL CASES BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

Binding Arbitration Of All Claims. The arbitration process established by this section is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16. All disputes arising out of or related to this Warranty (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) (a “Claim”) shall be resolved by final and binding arbitration of individual claims only in accordance with this arbitration provision.

Only Individual Claims Permitted. NO DISPUTE BROUGHT BY EITHER YOU OR INVISTA MAY BE JOINED WITH ANOTHER LAWSUIT OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR BE PURSUED OR RESOLVED ON A CLASS-WIDE BASIS.

Broadest Interpretation. Any question about whether a Claim is subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest manner permitted by law to allow its enforcement. All such questions will be decided by the arbitrator.

How the Arbitration Works. How does a party initiate arbitration? The party must file a Claim with the National Arbitration Forum (“NAF”), an arbitration administrator. This administrator is independent from INVISTA. You may obtain copies of the rules, forms and instructions for initiating and conducting an arbitration by contacting NAF at:

National Arbitration Forum
P.O. Box 50191
Minneapolis, Minnesota 55405
Website: www.adrforum.com
800-474-2371

What procedures and law are applicable in arbitration?

A single neutral arbitrator, chosen in accordance with NAF’s rules, will resolve the Claim. The arbitration will follow the rules and procedures of the NAF for consumer arbitrations in effect on the date the arbitration is filed unless they are inconsistent with this Warranty. In the case of such inconsistency, this Warranty will control. The arbitrator will:

(a) apply applicable substantive law of the state in which the arbitration proceedings are held, (b) to the extent consistent with the FAA and this Warranty, including applicable statutes of limitations, honor all claims of privilege recognized by law, (c) have the sole power to determine if a dispute or claim is within the scope of this arbitration provision, and (d) will have the power to award to a party only such compensatory damages and other relief, if any, as are supported by substantial evidence and provided under applicable substantive law. **The arbitrator shall have no authority to AND SHALL NOT award any punitive or exemplary damages.**

Any in-person arbitration hearing will be held at a place chosen by the NAF in the same city as the U.S. District Court closest to your residence address at the time the arbitration was initiated, or at some other place to which you and INVISTA agree in writing. You and INVISTA may choose to be represented by counsel or you may represent yourself.

The arbitrator will make any award in writing and, if requested by you or by INVISTA, will provide a brief statement of the reasons for the award. The award will determine the rights and obligations between the parties only, and only in respect to the Claims in arbitration, and will not have any bearing on the rights and obligations of any other person or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial filing fee. If you cannot afford the initial filing fee, you may apply for a fee waiver under the applicable rules of the NAF. INVISTA will pay any initial filing fee that the arbitration rules require INVISTA to pay. If there is a hearing, INVISTA will pay any fees of the arbitrator and NAF for the first day of that hearing. All other fees and costs of the arbitration will be allocated as provided by the rules of the NAF and applicable law or as determined by the neutral arbitrator. INVISTA, however, will advance or reimburse your fees if the NAF or the arbitrator determines there is good reason for requiring INVISTA to do so, or if you ask INVISTA and INVISTA, in its discretion, agrees to do so. The arbitrator will decide who will be ultimately responsible for paying those fees and costs.

Each party will bear the expense of its experts, attorneys, witnesses and other expenses (except as set forth above), but a party may recover any or all such expenses if the arbitrator applying applicable law so determines.

When is the arbitration award final? The arbitrator’s award is final and binding 30 days after it is mailed or otherwise sent to the parties by the NAF. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law. The award of the arbitrator may be enforced in any court having jurisdiction.

Compelling Arbitration. At any time, you or INVISTA may ask a court of competent jurisdiction to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

Severability. If any provision of this arbitration provision is found to be unenforceable, such provision shall be considered severed from the remaining clauses of this arbitration provision, and such remaining provisions shall be and remain in full force and effect.

Waiver. You acknowledge and agree that by accepting and using the Products covered by any of the Limited Warranties contained in this booklet, you and INVISTA:

- (a) WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTES THAT MAY ARISE BETWEEN THE PARTIES;**
- (b) WAIVE ANY RIGHTS TO APPEAL OR CHALLENGE IN COURT ANY DETERMINATION OF THE ARBITRATOR, EXCEPT AS PROVIDED UNDER THE FEDERAL ARBITRATION ACT;**
- (c) WAIVE ANY RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST EITHER PARTY AND/OR RELATED THIRD PARTIES. THIS APPLIES TO BOTH ARBITRATION AND SMALL CLAIMS COURT MATTERS;**
- (d) WAIVE ANY RIGHT TO SEEK PUNITIVE OR EXEMPLARY DAMAGES.**

Questions & Answers

About Carpet Care Day-To-Day Care

Q. *How can I maintain my STAINMASTER® carpet to keep my warranty coverage?*

A. *There are three key things to do to maintain your STAINMASTER® carpet and to retain your limited warranty coverage:*

1. Vacuum frequently.
2. Clean spills promptly.
3. Have professional carpet cleanings at least every 24 months (see pages 15–16).

Q. *Why is vacuuming important?*

A. *The most important thing you can do to keep your carpet looking great is to vacuum it thoroughly and frequently, particularly in high-traffic areas. Vacuuming helps remove dirt particles which dull the carpet's appearance. Also, use walk-off mats at entrances to minimize dirt particles being tracked onto the carpet and to reduce soil accumulation.*

Cleaning Your Carpet: What You Should Do

Q. *Why is cleaning my carpet necessary?*

A. *Regular cleaning and maintenance are needed to keep your carpet looking great year after year. During everyday use, soil clings to carpet fibers and dulls carpet beauty. These particles accumulate and dull the carpet's original color.*

Q. *How do I clean up common household food and beverage spills?*

A. *The following "Basic Cleaning Steps" (BCS) are effective for most stains caused by spills.*

Here's What You Will Need:

- Clean white cloths.
- 1/4 teaspoon of liquid dishwashing detergent per 1 cup warm water.

Here's How To Clean Your Carpet After A Spill:

1. Immediately scoop up as much of the spill as possible. Then blot, **do not rub**, area with clean white cloths to remove excess moisture. Use a wet/dry vac if spill is large.
2. Apply warm, **not hot**, water to stained area and blot with white cloths. Repeat until no stain is evident on cloths. If stain remains on carpet, make a solution of 1/4 teaspoon liquid dishwashing detergent to 1 cup warm water. Using a clean white cloth, apply the solution to the stained area, and let soak about 5 minutes. Rinse with clear warm water and blot to remove

excess moisture. Repeat until all detergent is removed to avoid resoiling.

3. Absorb any remaining moisture with layers of white paper towels weighted with a non-staining glass or ceramic object. When carpet is dry, vacuum or brush the pile to restore texture.

• **Reappearing Stains:** After drying, if the stain reappears, it may be because some of the stain remained deep in the pile and wicked up to the surface. If so, repeat step 2.

Q. *How do I clean stains not covered by these warranties (non-food or non-beverage)?*

A. *Non-food and non-beverage stains (also referred to in these limited warranties as non-covered stains) require special cleaning procedures and are not covered by these limited warranties. The chart below lists common household items that would cause stains if spilled on carpet. Use this chart to identify your stain. Before using, pre-test any cleaning solution on a small, inconspicuous section of carpet for colorfastness. Then follow the cleaning procedures listed for removal of the stain.*

Typical Non-Food And Non-Beverage Stains Not Covered By These Warranties

Stain	Key	Stain	Key	Stain	Key
ACNE MEDICINE*.....	G	FURNITURE STAIN	A	NAIL POLISH	F
ASPHALT.....	A	GRAPHITE	H	PASTE WAX	A
BLEACH*.....	G	GREASE	A	PLANT FOOD*	G
BLOOD	B	HAIR OIL	A	RUBBER CEMENT.....	A
CARBON BLACK.....	G	HAIR SPRAY	A	RUST.....	C
CHALK.....	H	HAND LOTION	A	SHELLAC.....	A
CHARCOAL.....	H	INK*.....	A	SHOE POLISH.....	A
CRAYON.....	A	INSECTICIDE**.....	G	SOLDER*.....	G
CHEWING GUM.....	E	IODINE*.....	G	SOOT*.....	G
COUGH SYRUP.....	D	LACQUER	A	TAR.....	A
DIRT.....	H	LATEX PAINT.....	A	TOILET CLEANER*.....	G
DRAIN CLEANER*.....	G	LIPSTICK	A	TOOTH PASTE.....	B
DYE*.....	G	LINSEED OIL.....	A	URINE/FECES#.....	C
FLEA/TICK POWDER		MACHINE OIL	A	VARNISH	A
OR SPRAY*.....	G	MAKEUP.....	A	VASELINE	A
FUNGICIDE*.....	G	MASCARA.....	A	VOMIT*.....	G
FURNITURE POLISH.....	A	MERTHIOLATE.....	D	WHITE GLUE.....	B

Pets often have repeat "accidents" because they're drawn by the odor. This can be discouraged by the professional application of a stain-resistant compatible deodorizer.

* *These substances can affect or damage the actual color of the carpet. While you may try to remove the stain as described here, we recommend consulting a professional carpet cleaner.*

** *Some fungicides, insecticides, and pesticides may harm carpet stain resistance. For information, call 1-800-438-7668.*

Cleaning Procedures

Key ("BCS" refers to "Basic Cleaning Steps" reviewed on pages 13–14.)

- A.** Follow BCS No. 1. Then apply dry cleaning solvent (available at a hardware store or the cleaning aisle of your supermarket). Follow instructions and precautions on container. Then follow BCS No. 2 and No. 3.
- B.** Follow BCS No. 1 and 2. Then apply solution of clear, white, non-suds ammonia (2 tbs. to 1 qt. water). Blot with clean white cloth or paper towels. Repeat BCS No. 2. Then BCS No. 3.

Note: For blood stains, all ingredients must be cold.

- C.** Follow BCS No. 1, 2 and 3. Then apply solution of white vinegar (2 tbs. vinegar to 1 qt. water). Blot with clean white cloth or paper towels. Repeat BCS No. 2. Then BCS No. 3.

- D. Follow BCS No. 1 and 2. Then apply solution of white vinegar (2 tbs. to 1 qt. water) and blot. Next apply solution of clear, white, non-suds ammonia (2 tbs. to 1 qt. water) and blot. Repeat BCS No. 2. Then BCS No. 3.
- E. Freeze area with ice cubes. Shatter gum with blunt instrument. Vacuum up pieces. Follow BCS No. 3.
- F. Test non-acetone nail polish remover on an obscure nonvisible section of carpet to see if it removes carpet color. If not, apply remover and blot. Repeat if necessary.
- G. Follow BCS No. 1, 2 and 3. If stain remains, apply dry cleaning solvent (follow instructions and precautions on container). Repeat BCS No. 2. Then BCS No. 3.
- H. Vacuum thoroughly. If needed, follow BCS No. 1 through 3.
- Note:** If these procedures do not work for you, consult a professional carpet cleaner.

Cleaning Your Carpet: What Your Professional Should Do

Q. Why is professional cleaning important?

- A. *When vacuuming no longer removes all of the soil, or you have not been able to remove stains following the recommended carpet care and cleaning procedures found on pages 13–16 of this booklet, it's time to have your carpet cleaned by a trained and qualified professional cleaner. A reputable professional cleaner knows the latest information on carpet construction, carpet care products, and safe, effective cleaning methods to help maintain carpet beauty. For this reason, we recommend, **and our warranties (except for the Lifetime Anti-Static Limited Warranty) require, professional cleaning every 24 months.** See the STAINMASTER® carpet warranties on pages 3–6 for these specific professional cleaning requirements.*

Q. How often should my carpet be cleaned?

- A. *We recommend professional cleaning at least every 12 months. We **require** professional cleaning every 24 months to be eligible for coverage under many of the limited warranties set forth in this booklet.*

Q. Is more frequent cleaning recommended with lighter carpet colors?

- A. *Lighter carpet shades, combined with the degree of soil build-up and the amount of traffic in the home, may require a more frequent cleaning schedule than just one professional cleaning every 12 months.*

Q. Which cleaning method is recommended?

- A. *Steam or hot water extraction is the recommended method for deep cleaning most carpets. Hot water extraction uses a machine to apply water and a cleaning solution (if necessary) into the carpet pile to attack the soil and greasy build-up on*

the carpet fibers. A powerful vacuum then extracts the solution almost immediately. Properly performed, hot water extraction will effectively remove accumulated soil from the carpet and refresh the texture of your carpet.

Q. What should my professional cleaner know?

- A. *Make sure your professional cleaner knows and follows these guidelines:*
1. Cleaning Requirements
 - Vacuum thoroughly.
 - Use professional cleaning methods with hot water extraction.
 - Immediate maximum residue removal is critical.
 - If solvents or pre-spotters are needed, first do a general cleaning and then, if necessary, spot clean.
 2. Cleaning Solutions
 - pH must be 10 or less.
 - Must not contain any cationic agent as found in many bactericides, biocides, anti-stats, pesticides, etc.
 - Use only enough solution to assure maximum cleaning and minimum residue.
 3. Topical Treatments
 - Are not required to preserve your STAINMASTER® carpet warranty.
 - When applying an after-treatment, use only fluorine-based (water based) products.
 - Silicones are not recommended and should not be used.
- For information not covered here, or to ask a question, phone 1-800-438-7668.

Q. Is do-it-yourself carpet cleaning okay?

- A. *Professional cleaning is recommended for any carpet and is required every 24 months to maintain coverage under many of these limited warranties. (See limited warranty terms to determine which limited warranties require this periodic cleaning.) It is also required when submitting a claim for stains and soil you cannot remove using recommended cleaning procedures. If you decide to do it yourself during an interim cleaning time period, carefully follow these guidelines:*
- Use only cleaning solutions that are acceptable for use on stain and soil resistant carpet. Before using any cleaning solutions, pre-test for colorfastness on a small, inconspicuous area of the carpet. Cationic or chemicals with a pH greater than 10 should be avoided as they may void your STAINMASTER® carpet limited warranties.
 - Follow the manufacturer's directions carefully. Avoid using too much detergent, as it could cause re-soiling. Rinse thoroughly.
- For more information, call 1-800-438-7668.

Carpet Terms



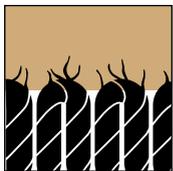
Burns: Any burn should be taken care of immediately. First, snip off the damaged fibers. Then use a soapless cleaner and sponge with water. If the damage is extensive, see a professional about repairs.



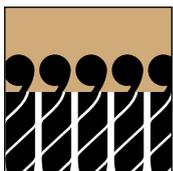
Carpet Odor: Some new carpets and carpet cushion may have a noticeable odor. Such odors usually disappear within a few days with ventilating and frequent vacuuming.



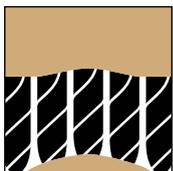
Crushing: Furniture and traffic may crush a carpet's pile. Frequent vacuuming in high-traffic areas and glides under heavy furniture can help the problem. Rotating the furniture to change traffic patterns can also help minimize changes in appearance.



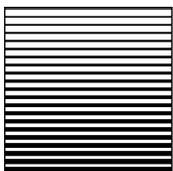
Fuzzing: A hairy effect on fabric surface caused by wild fibers or slack yarn twist, by fibers slipping out of yarn in either service or wet cleaning. It is corrected by shearing in manufacturing and by the professional cleaner. Carpet of continuous filament yarn is fuzzed by filament snagging and breaking.



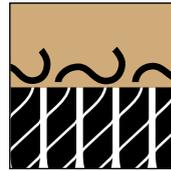
Pilling: Pilling or small balls of fiber can appear, depending on the type of carpet fiber and traffic. Clip off the pills; but if it covers a large area, call a professional.



Rippling: In wall-to-wall carpeting, high heat and humidity may cause rippling. If the carpet remains rippled during normal humidity, have a professional restretch the carpet with a power stretcher, not with a knee-kicker.



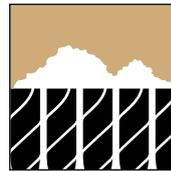
Shading: Shading (also known as pile reversal) is a common characteristic of fine, cut pile carpets. Household traffic causes the pile to assume different angles. As a result, the carpet appears darker or lighter in such areas. Frequent and thorough vacuuming will help this condition.



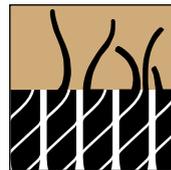
Shedding: Some new carpeting, especially cut pile, will shed little bits of fiber for a period of time. Eventually, these loose fibers will be taken up in the vacuum cleaner. Shedding is more common with wool than with nylon and other synthetics.



Snags: Sharp-edged objects can grab or snag a carpet fiber. When this happens, clip the snag off. If the snag is especially large, call a professional.



Soiling: A build-up of soil particles and similar materials that cling to carpet fibers. Thorough and frequent vacuuming is key. If vacuuming is not enough, it's time for a professional cleaning.



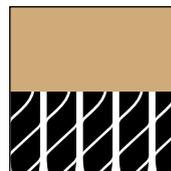
Sprouting: Occasionally, you may find small tufts of fiber sprouting above the carpet surface. Simply clip with sharp scissors. Don't try to pull them out since you may also pull other fibers out in the process.



Stains: In most cases, spills and stains must be tended to immediately. Their severity is affected by the type of carpet fiber, color of carpet, how long stain has set, and cause of the stain. (See pages 14–17 for stain removal.)



Static: Cooler outside temperatures with the accompanying low humidity often create static electricity. To avoid the problem altogether, look for carpets with built-in anti-static protection. Meantime, a humidifier will help control static build-up.



Texture Retention: The ability of carpet tufts to retain their visible shape under foot traffic and not lose their twist. Following appropriate guidelines for carpet care will minimize texture loss.



Special Reminder: For future reference, keep your original sales receipt, professional cleaning receipts, warranty, and any information related to your carpet, carpet cushion, and installation, including a swatch of carpet and carpet cushion, on file.