

# Rug Warranty Brochure Effective 10/10/2022

Thank you for choosing an Allen + Roth® With STAINMASTER® Area Rug or Origin 21™ With STAINMASTER® Area Rug. This brochure contains details of all the warranties featured on your new rug.

## LIMITED WARRANTY DETAILS

3-Year Household Food and Beverage Stain Resistance Limited Warranty for Allen + Roth® With STAINMASTER® Area Rugs and Origin 21™ With STAINMASTER® Area Rugs

The manufacturer warrants that the surface pile of this area rug will resist stains by household foods and beverages for 3 years from the original date of purchase. If, within the warranted period, household food and beverage permanent staining should occur that cannot be removed using manufacturer recommended cleaning methods, the original purchaser would qualify for a prorated refund of the original rug purchase price according to the chart provided below. The manufacturer in its sole discretion will determine if warranty coverage applies.

#### Regular Cleaning

Most dirt, and even dust, takes the form of hard particles. When left in the rug, these gritty, sharp particles abrade or wear down the pile of the rug. Regular cleaning not only prolongs the life of the rug but will enhance its appearance as well. Most soiling in rug is of the dry particle type which can be removed with a vacuum cleaner or by following the cleaning recommendations contained on the label of your rug.

## **HOW TO START A CLAIM**

You must reasonably make an effort to promptly clean the area using the manufacturer recommended cleaning methods in the Rug Care and Guidelines Document. You are responsible for any expenses associated with this cleaning. If your rug has a permanent stain and you believe it is covered by this household food and beverage stain limited warranty outlined in this warranty brochure, you must file a claim by contacting the Lowe's Resource Team via email. When you email ASCS@Lowes.com, you will be asked to provide the following:

- An explanation of the issue and what caused it.
- A picture of the affected area and the whole rug
- A copy of your Lowe's purchase receipt.
- You may be asked for additional pictures or attempts of cleaning of the affected area.

### **Contact Information**

For warranty service or special assistance for carpet care and cleaning, contact the Lowe's Resource Team at ASCS@lowes.com.

## **GENERAL TERMS AND CONDITIONS**

- All warranty coverage is to original purchaser and must contact Lowe's Resource Line to provide original receipts documenting the purchase. This warranty is not transferable.
- Warranty coverage is conditioned upon proper use of the rug. Specifically excluded from this warranty are the following:
  - Matting, crushing, compression, texture retention, soiling, or other damage that is not a stain from a household food or beverage substance, including pulls or damage from extreme moisture.
  - Ordinary wear and tear.
  - Stains caused by non-food and non-beverage substances, as well as substances which destroy or change the color of rugs such as bleaches, acne medications, drain cleaners, improper cleaning products, plant food, vomit, urine and feces.
  - Stains caused by improper use of cleaning products.
  - Damage caused by pets such as lingering odors, color change caused by pet vomit or feces, loop or tuft snags.
- This warranty applies to Area Rugs manufactured using the STAINMASTER® brand and do not apply to any other products.

#### 3 YEAR LIMITED WARRANTY PRORATION

	After 12	After 24	After 36
	Months	Months	Months
Refund of Purchase Price	66%	33%	0%

## 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. To the extent such warranties cannot be disclaimed, the manufacturer limits the duration and remedies of such warranties to the duration of this express warranty. 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.

#### Limited Liability for STAINMASTER® branded area rugs

Provided that you have complied with the General Warranty Conditions included in this warranty brochure, the manufacturer shall have as its entire liability and exclusive remedy the warranty liability described in this section. The manufacturer's liability under this limited warranty shall be limited to the price paid for the rug. The actual refund amount will be calculated based on the prorated period from the 3 year warranty and the date of sale as provided in the above chart. The manufacturer reserves the right to correct any defect prior to the STAINMASTER® area rug being removed, replaced, or any settlement being offered. The manufacturer 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 which vary from jurisdiction to jurisdiction. Except for these rights, the remedies provided under these warranties state the entire limit of the manufacturer's responsibilities.

Any dispute regarding the terms of this warranty governed by, and construed in accordance with, the laws of the State of North Carolina without regard to any choice or conflict of law rules of that or any other jurisdiction. Any suit, action or proceeding under, arising out of or relating to this warranty shall be resolved individually, without resort to any form of class action and may be filed, brought and held only in a state or federal court of competent jurisdiction located in the State of North Carolina. Each party irrevocably submits to the jurisdiction and venue of such state or federal courts over any such suit, action or proceeding under, arising out of or relating to this warranty, waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court, and waives the right to object with respect to any such suit, action or proceeding brought in any such court, that such court does not have jurisdiction over the party, as applicable. To the extent permitted by applicable law, the parties each waive their right to a jury trial for any matter arising from or relating to this warranty.