

# LIMITED WARRANTIES AT A GLANCE

To see which limited warranties apply to the carpet you purchased, please refer to the table below.

These limited warranties apply for STYLE SELECTIONS carpet purchased for indoor installation by the owner for an owner-occupied residence, on or after March 7, 2022. "Warranty Period" shall be limited warranty coverage beginning on the date of purchase and continuing for the stated period of time as set forth below.

PLEASE NOTE THAT THE CARPET MUST HAVE BEEN PROFESSIONALLY CLEANED USING HOT WATER EXTRACTION AT THE OWNER'S EXPENSE AFTER THE EVENT THAT GAVE RISE TO THE POTENTIAL WARRANTY CLAIM AND WITHIN 30 DAYS PRIOR TO FILING THE CLAIM. NOTE THAT THIS LIMITED WARRANTY ALSO CONTAINS A PROVISION WHEREBY BOTH PARTIES AGREE TO RESOLVE ANY DISPUTES THROUGH AN INITIAL INFORMAL DISPUTE RESOLUTION PROCESS AND THEN, IF NECESSARY, THROUGH EITHER SMALL CLAIMS COURT OR BINDING ARBITRATION.

WARRANTIED AGAINST	Style"
FOOD & BEVERAGE STAINS	Five Years
TEXTURE RETENTION	Five Years
ABRASIVE WEAR	Five Years
STAIRS	Not included

### CONTACT INFORMATION

For warranty service or special assistance for carpet care and cleaning, call the STYLE SELECTIONS Support Team at 877-888-8225. Business hours are 8AM to 5PM EST, Monday through Friday. Or, contact us by email at: Partsplus@lowes.com.

# CARE AND CLEANING OBLIGATIONS

- Professional hot-water extraction cleaning is recommended every 12-18 months to help prolong and enhance your carpet's appearance.
- Clean stains or soiled areas immediately using the DIY instructions found on Lowes.com/carpetcare.
- If after DIY cleaning, the stained area(s) or soiled area(s) have not improved, you will need to promptly commission a professional hotwater extraction cleaning (at your expense; these maintenance costs will not be reimbursed). Make sure you keep receipts from all professional hot-water extraction cleanings. Proof of professional hot-water extraction cleaning is required to be covered under these limited warranties.
- If the problem still remains after the professional hot water extraction cleaning, you must contact the STYLE SELECTIONS Support Team within 30 days of the professional hot-water extraction cleaning to file your claim.

# FILING A CLAIM

If you have a problem with your carpet and believe it is covered by one or more of the limited warranties outlined in this warranty brochure, you must file a claim by contacting the Warranty Support Team. When you call, you will be asked to provide the following:

- An explanation of the carpet issue and what caused it. Explain where the carpet issue is located and in what other rooms the carpet is currently installed.
- A copy of your Lowe's installation contract, which will include the purchased date and store location, the carpet style name, carpet pad name, and the quantity purchased all of which is required information necessary to start your warranty claim.
- Proof of professional hot-water extraction cleaning(s) after the problem occurred and within 30 days prior to filing claim. A receipt which shows date and proof of service is required to be covered under these limited warranties. Please note that Lowe's will not reimburse you for your costs for professional hot-water cleaning.



# GENERAL TERMS AND CONDITIONS FOR ALL LIMITED WARRANTIES

- Only first quality carpet (not seconds or irregulars) which meets Lowe's construction and performance specifications are covered under these limited warranties.
- These limited warranties apply to all STYLE SELECTIONS carpet products purchased on or after March 7, 2022 and installed indoors in the owneroccupied space in an owner-occupied residence. Coverage also applies to STYLE SELECTIONS carpet purchased by a tenant and installed in the indoor portion of a rental dwelling occupied by such tenant. Dwellings used for short-term rentals and vacation rentals, timeshare dwellings, motorhomes (RVs), and houseboats are specifically excluded. If the carpet is removed from the home, these limited warranties will be deemed null and void.
- All warranty coverage is non-transferable to subsequent owners.
- These limited warranties also exclude commercial use, abnormal use or conditions, any type of abuse, vandalism, extreme pet conditions or damage by smoke, fire, storm, flood, hurricane, wind, lightning, any other natural disaster, or any act of God. These warranties do not cover problems caused by wetting or persistence of excessive moisture. "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 including but not limited to excessive, repeated pet urine.
- Lowe's does not represent or ensure STYLE SELECTIONS carpet will improve health or allergy related conditions.
- This limited warranty specifically excludes damage from pets or such things as tears, pulls, cuts, pilling, burns, furniture casters, athletic equipment, vacuum marks or heavy wheeled devices. Changes in appearance caused by matting, crushing, soiling, shading or pile reversal, cornrowing, rippling, delamination, fading, furniture depressions or snags are also specifically excluded.
- Improper installation or defective construction unrelated to the coverage herein are also excluded.
- Damage caused by pets such as lingering odors, color change, carpet loop or tuft snags and pulls or damage from extreme moisture are excluded.
- Bound rugs (including but not limited to runners) are not covered.
- If Lowe's determines that your claim is covered under one or more of the limited warranties, Lowe's will, at its sole option, determine to repair the affected area of your carpet, or, if repair cannot reasonably be made, Lowe's will determine to replace the affected area of carpet.
- If Lowe's replaces carpet under a limited warranty, and the identical carpet is not available, a STYLE SELECTIONS carpet of comparable quality and value must be selected ("Comparable Replacement Carpet"). Comparable Replacement Carpet and specifications are determined by Lowe's. If a less expensive carpet is chosen, the difference will not be refunded or applied to the claim to cover carpet pad or furniture moving.
- If Lowe's replaces your STYLE SELECTIONS carpet under any of these limited warranties, the remaining portion of the Warranty Period will be based on your original purchase date and not the date of the replacement carpet.
- Cash refunds will not be offered.

# REPLACEMENT OF WALL-TO-WALL CARPET

For all brands of wall-to-wall STYLE SELECTIONS carpet, any repair or replacement under these limited warranties will be made through Lowe's and will be limited to the affected area of the carpet and adjacent areas extending to the nearest wall, doorway or entrance.

- If replacement is necessary, the limited warranty covers the "cost and installation" (as defined below) of the Comparable Replacement Carpet. Comparable Replacement Carpet "cost and installation" means (i) cost of Comparable Replacement Carpet; (ii) the removal and disposal of your original STYLE SELECTIONS carpet; and (iii) installation of the Comparable Replacement Carpet. It excludes all costs associated with carpet pad, including but, not limited to, the cost of any new carpet pad, as well as the removal and haul away of the old carpet pad and installation of any new carpet pad.
- Any other costs and labor charges, including, but not limited to, costs for moving furniture, equipment or baseboards, costs associated with new carpet pad, custom work, or other charges are your responsibility and will not be paid by Lowe's.
- Cash refunds will not be offered.

You must reasonably cooperate with Lowe's in its efforts to perform its obligations under these limited warranties.



### STAIN RESISTANCE FIVE-YEAR LIMITED WARRANTY (FOOD AND BEVERAGE)

For the Warranty Period stated, the surface pile of your STYLE SELECTIONS carpet will resist food and beverage stains that occur during normal residential use ("**covered stains**") subject to your compliance with the carpet Care and Cleaning Obligations (including professional hot-water cleaning as described above).

Subject to the conditions above and a determination by Lowe's, under its sole discretion, that the stain is covered by the limited warranty, Lowe's will, at its sole option, repair or replace the affected area of your carpet containing the covered stain. If a repair cannot reasonably be made, we will replace the affected area of your carpet. Stains must be visible to the naked eye to be eligible for repair/replacement.

Clean stains or soiled areas immediately using the DIY instructions found on Lowes.com/carpetcare.

No carpet is fully stain proof. Therefore, Lowe's does not extend warranty coverage to any of the substances or causes of damage identified below ("non-covered stains"). The following are examples of non-covered stains excluded from this limited warranty:

- Non-food and non-beverage stains caused by substances, including, but not limited to, cosmetics, medication, bleaches, inks, vomit, blood, urine or feces, etc.
- Stains caused by substances that destroy or change the color of the carpet, 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.
- Color changes due to fading.
- Stains resulting from pets including, but not limited to, pet urine, pet vomit and pet feces, etc.
- These warranties do not cover the reappearance of previously cleaned stains ("wicking"). Stains that are saturated and result in "wicking" will release with additional re-cleaning.

### SOIL RESISTANCE FIVE-YEAR LIMITED WARRANTY

Over time, any carpet may change color due to the accumulation of dry soil from foot traffic. For the Warranty Period stated, your carpet will not have a "**noticeable color change**" due to deposits of dry soil as a result of foot traffic from normal indoor household use subject to your compliance with the carpet Care and Cleaning Obligations (including professional hot-water cleaning as described above).

Subject to the conditions above, and a determination by Lowe's, under its sole discretion, that the noticeable color change is covered under this limited warranty, Lowe's will, at its sole option, repair or replace the affected area of your carpet containing the noticeable color change. If a repair cannot reasonably be made, we will replace the affected area of your carpet. The noticeable color change must be visible to the naked eye to be eligible for repair/replacement.

Excluded from this limited warranty are noticeable color changes resulting 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, snags or athletic equipment.

### TEXTURE RETENTION FIVE-YEAR LIMITED WARRANTY

For the Warranty Period stated, the surface pile of your carpet when installed over carpet pad meeting the standards described below will not, under normal residential use, show a significant loss of carpet pile texture from the carpet tufts bursting, blooming, opening or losing their twist, subject to your compliance with the carpet Care and Cleaning Obligations (including professional hot-water cleaning as described above).

- "Texture Retention" is defined as 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.<sup>1</sup>
- This warranty is limited to loss of texture from foot traffic, resulting in tufts bursting, blooming, opening or losing their twist which cannot be corrected.
- In order to have texture retention limited warranty coverage, carpet must be:
  - must be installed over pad/cushion which meets the HUD UM 72a, Class 1 standards in the US. (This certification sets minimum standards for carpet pad/cushion for density (lbs./ ft3), thickness (in.), weight (oz./sq.yd.), and other physical characteristics which determine performance.)

<sup>&</sup>lt;sup>1</sup>See the Carpet & Rug Institute Standard 20-GP-23M for the international rating scale.



 must be installed over pad/cushion which meets all the minimum parameters as per CGSB<sup>2</sup> Standard 20-GP-23M entitled "Standard for: Pad/Cushion, Carpet, Flexible Polymeric Material" in Canada. (This standard sets minimum standards for carpet pad/cushion padding for density (kg/m3), thickness (mm), and other physical characteristics which determine performance.)

Subject to the conditions above, and a determination by Lowe's after receipt of third-party inspection report, under its sole discretion, that the loss of carpet pile texture is covered by the limited warranty, Lowe's will, at its sole option, repair or replace the affected area of your carpet containing the loss of texture. If a repair cannot reasonably be made, we will replace the affected area of your carpet.

This limited warranty specifically excludes damage from pets or such things as tears, pulls, cuts, pilling, burns, furniture casters, athletic equipment, vacuum marks or heavy wheeled devices. Changes in appearance caused by matting, crushing, soiling, shading or pile reversal, cornrowing, rippling, delamination, fading, furniture depressions or snags are also specifically excluded.

### ABRASIVE WEAR FIVE-YEAR LIMITED WARRANTY

- For the warranty period stated, your carpet 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 normal abrasion, from the surface pile of the carpet, subject to your compliance with the carpet Care and Cleaning Obligations (including professional hot-water cleaning as described above).
- Subject to the conditions above, and a determination by Lowe's, under its sole discretion, that the Fiber Loss from Abrasive Wear is covered by the limited warranty, Lowe's will, at its sole option, repair or replace the affected area of your carpet containing the Fiber Loss. If a repair cannot reasonably be made, we will replace the affected area of your carpet.

# THE FOLLOWING REMEDY AND DISPUTE RESOLUTION PROVISIONS APPLY TO ALL OF THE LIMITED WARRANTIES INCLUDED IN THIS STYLE SELECTIONS CARPET LIMITED WARRANTIES GUIDE:

LIMITATIONS: YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL EQUAL THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE CARPET THAT DOES NOT CONFORM TO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR, AS PROVIDED HEREIN. LOWE'S SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES, OR FOR LOST OR PROSPECTIVE PROFITS, ARISING OUT OF THE PURCHASE OR USE OF THE STYLE SELECTIONSCARPET PRODUCTS OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL LOWE'S CUMULATIVE LIABILITY EXCEED THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE CARPET THAT DOES NOT CONFORM TO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS WARRANTY. TO THE EXTENT PERMITTEDBY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

State and Province Rights This limited warranty gives You specific legal rights, and You may also have other rights which vary from state to state or province to province. 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 or exclusion may not apply to You.

#### Informal DISPUTE RESOLUTION PROVISION

Lowe's and You each recognize and agree that good faith, informal efforts to resolve disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, You and Lowe's each agree that, before either of us may, under the provision below, commence an arbitration or assert a claim in small claims court, You and Lowe's will engage in the following informal dispute resolution process:

- The party seeking to initiate a claim in arbitration or small claims court ("claimant") must first give written notice to the other party ("respondent"). To notify us that you intend to initiate informal dispute resolution, you must contact the STYLE SELECTIONS Support Team at 877-888-8225 or by email at Partsplus@lowes.com. The notice must include claimant's full name and contact information; a description of the claim; information about the specific purchase, installation or use of Lowe's STYLE SELECTIONS carpet product(s) giving rise to the claim; claimant's counsel's name and contact information, if represented by counsel; and a description of the relief sought.
- You and Lowe's will personally meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any claim covered by this provision. If either You or Lowe's are represented by counsel, that counsel may participate in the informal dispute resolution conference.
- Either party may request arbitration or a proceeding in small claims court, as applicable, if the dispute cannot be resolved within sixty (60) days, unless an extension is mutually agreed upon by you and us.
- Any statute of limitations will be tolled while You and Lowe's engage in the informal dispute resolution process described in this section.

<sup>&</sup>lt;sup>2</sup>Canadian General Standards Board ("CGSB").



#### Waiver of Rights:

• YOU AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS FOR PUNITIVE OR EXEMPLARY DAMAGES AND ANY RIGHT TO PURSUE CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, WHICH RELATE IN ANY WAY TO YOUR PURCHASE, INSTALLATION OR USE OF LOWE'S STYLE SELECTIONSCARPET PRODUCTS.

Arbitration: Please read this section carefully because it affects rights that you might otherwise have. It provides for resolution of most disputes through arbitration instead of court proceedings.

- Arbitration is different than court. There is no judge or jury, but the arbitrator can award damages. Arbitration is final, binding and subject to only limited review by a court.
- Lowe's and You agree that any controversy or claim arising out of or relating to the purchase, installation or use of Lowe's STYLE SELECTIONS carpet products, including any claim for breach of warranty (a "Dispute"), may be settled only by BINDING ARBITRATION or in a small claims court, if the Dispute is within the jurisdiction of the small claims court and there will be NO JURY TRIAL. Lowe's and You agree that the American Arbitration Association (AAA) shall administer any arbitration in accordance with its Commercial Arbitration Rules and its Consumer-Related Dispute Supplementary Procedures and incorporated fee schedule, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties intend that the Dispute will be settled in individual (bi-lateral) and not class arbitration, do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing arbitration under this Dispute Resolution Procedure, and hereby waive any right to arbitrate a Dispute through representative or class arbitration. The parties intend that the arbitrator decide all issues of substantive arbitrability, including his/her own jurisdiction. You agree that this arbitration section shall survive termination of this agreement.
- Any arbitration shall be confidential, and neither You nor Lowe's may disclose the existence, content or results of any arbitration, except
  as may be required by law or for purposes of enforcement or appeal of the arbitration award. The decisions of the arbitrators shall be
  binding and conclusive upon all parties involved, and any judgment or decision on any arbitration may be entered in and specifically
  enforced in any court having proper jurisdiction.
- If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall be given full force and effect.
- Claimant will be required to pay any applicable filing fees. Unless an applicable statute expressly permits awarding attorneys' fees to the
  prevailing party, all administrative fees and expenses of arbitration will be divided equally between You and Lowe's. Each party will bear
  the expense of its own counsel, expert, witnesses, preparation and presentation of evidence at any arbitration hearing. In the event the
  claim brought by claimant is frivolous, unreasonable or without foundation, or claimant continues to prosecute a claim after the claim
  became frivolous, unreasonable or without foundation, claimant will be required to reimburse Lowe's for its costs, expenses and
  reasonable attorneys' fees, amounts paid in the investigation, defense, and/or settlement of such claims, and all other amounts allowed
  by law.

Law Governing Arbitration Provision The Dispute Resolution Provision above establishing the arbitration process is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16.

Information on the AAA and Arbitration Filing Requirements and Fees: The website for the AAA may be accessed at www.adr. org. The AAA Commercial Arbitration Rules and the Consumer Arbitration Rules (with associated fee schedule) may be accessed at https://www.adr.org/Rules. For more information on AAA arbitration, contact: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Toll Free number: 877-495-4185. Fax number: 877-304-8457. Email: casefiling@adr.org.

WAIVER OF JURY TRIAL: LOWE'S AND YOU UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY DISPUTE ARISING UNDER THIS AGREEMENT. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, LOWE'S AND YOU AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE WAIVING THE RIGHT TO HAVE ANY DISPUTE HEARD AND RESOLVED IN COURT BY A JURY.