



## LIMITED WARRANTY – EARTHWERKS CARPET REV. 8.2022

At EarthWerks, we pride ourselves in manufacturing all types of flooring to exacting quality standards. We make every effort to ensure that our flooring is free from defects in manufacturing and workmanship. In the unlikely event that there is a quality defect in manufacturing or workmanship, all EarthWerks flooring carries a limited warranty.

Limited warranty coverage applies only to the original purchaser when carpet is installed in an owner-occupied residence and is not transferrable. The Limited Warranty applies provided the carpet is professionally installed using CRI-105 installation guidelines over carpet pad meeting minimum FHA requirements. Follow manufacturer's recommended care and maintenance guidelines, which includes professional cleaning as specified by the Carpet and Rug Institute.

Please refer to manufacturer's guidelines for complete details or visit manufacturer's website for the most current information.

This document defines the scope of each category of the EarthWerks warranty for branded carpet products. Not all warranties apply to all carpets. Specific warranty coverage for your carpet is designated on carpet sample.

### **PRE-INSTALLATION LIMITED WARRANTY:**

EarthWerks warrants that your carpet is free of defects in material, workmanship, and visual defects. You and/or your installer should carefully inspect carpet prior to installation. Any carpet that appears to have defects should not be installed. EarthWerks will not be responsible for claims against product installed with known manufacturing or visual defects. Installation of carpet constitutes acceptance. Damages resulting from shipping or handling are not considered defects and are expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions. See Additional Exclusions for a comprehensive list of non-warranted conditions.

### **MANUFACTURING LIMITED WARRANTY:**

Your carpet is warranted to be free from manufacturing deficiencies for a specified period of years from the date of purchase. Should a defect in workmanship occur within the stated warranty period, EarthWerks will at its sole discretion, repair or replace that portion of the carpet determined to be defective, with EarthWerks product of the same or similar style, size, color, and quality. Matting, crushing, wrinkling, buckling, snags, pulling of loops, improper side-match, visible or frayed seams, or any change in appearance are not considered manufacturing defects and are expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

### **STAIN RESISTANCE LIMITED WARRANTY:**

EarthWerks warrants that the surface pile of this carpet will be resistant to stains from most household food and beverage substances for the specified period from the original date of installation in an owner-occupied residence. Damage or stains caused by non-food or non-beverage substances, food and beverages with strongly colored natural dyes, household or caustic chemicals, cleaners, medications, bodily fluid, and feces, or other substances which may alter the color of the carpet fiber are expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

### **SOIL RESISTANCE LIMITED WARRANTY:**

EarthWerks warrants that your carpets will resist most common household soil for the specified period from the original date of installation in an owner-occupied residence. Soil resistance refers to the ability of your carpet to resist permanent discoloration from dry dirt and other soil. Carpet which has been treated with silicone-based cleaners or that has been exposed to improper cleaning agents is expressly excluded from warranty coverage. Failure to adhere to recommended care, maintenance and cleaning instructions may result in damage to your carpet which is expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

### **PET STAIN LIMITED WARRANTY:**

EarthWerks warrants that the surface pile of this carpet will resist pet urine (domestic dogs or cats only) for the specified period from the original date of installation in an owner-occupied residence. Damage or stains caused by vomit or feces, or any urine other than pet (domestic cats or dogs only) are expressly excluded from warranty coverage. This coverage applies to pet (domestic cats or dogs only) urine stains only and does not apply to damages to carpet structure or to carpet odor related to urine, feces, or vomit. See Additional Exclusions for a comprehensive list of non-warranted conditions.

**FADE RESISTANCE LIMITED WARRANTY:**

EarthWerks warrants that the carpet will not have noticeable color change more than one unit as measured by the AATCC Gray Scale for standard comparison for the specified period from the original date of installation in an owner-occupied residence. Yellowing or changes in color due to exposure to direct sunlight, household chemicals or other non-food or non-beverage substances are expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

**FADE RESISTANCE LIMITED WARRANTY:**

EarthWerks warrants that the carpet will not have noticeable color change more than one unit as measured by the AATCC Gray Scale for standard comparison for the specified period from the original date of installation in an owner-occupied residence. Yellowing or changes in color due to exposure to direct sunlight, household chemicals or other non-food or non-beverage substances are expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

**TEXTURE RETENTION LIMITED WARRANTY:**

EarthWerks warrants that your carpet will not exhibit loss of texture for the specified period from the original date of installation in an owner-occupied residence under normal use and foot traffic. Loss of texture refers to the inability of the carpet tufts to retain twist and visible shape when installed and maintained according to manufacturer’s recommended guidelines. Buckling, wrinkling, matting, crushing, tracking or footprints are expressly excluded from warranty coverage. Carpet installed on stairs, high-traffic areas, bathrooms, kitchens, or carpet installed outdoors is expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

**ABRASION RESISTANCE LIMITED WARRANTY:**

EarthWerks warrants that the surface pile of your carpet will not wear from abrasion more than 10% of the original carpet weight, for the specified period from the original date of installation in an owner-occupied residence under normal use and foot traffic. Abrasion wear refers to fiber loss of the carpet when installed and maintained according to manufacturer’s recommended guidelines. Carpet installed on stairs, high-traffic areas, bathrooms, kitchens, or carpet installed outdoors is expressly excluded from warranty coverage. See Additional Exclusions for a comprehensive list of non-warranted conditions.

CARPET WARRANTY	BRONZE	SILVER	GOLD
<b>Collections</b>	Hi-Five, Top Gun	Shazam, Allure, Urban, Tranquil, Yukon, Leisure	Illusion
Quality Assurance	Limited 10 years	Limited 25 years	Limited 25 years
Stain Resistance	Limited Lifetime	Limited Lifetime	Limited Lifetime
Soil Resistance	Limited 10 years	Limited 25 years	Limited 25 years
Fade Resistance	Limited Lifetime	Limited Lifetime	Limited Lifetime
Pet Stains	Limited Lifetime	Limited Lifetime	Limited Lifetime
Texture Retention	N/A	N/A	Limited 25 years
Abrasion Resistance	N/A	N/A	Limited 25 years

**ADDITIONAL EXCLUSIONS:**

- Damage resulting from accidents, abuse, misuse, or abnormal wear such as cuts, tears, punctures, burns.
- Damage to or appearance changes for carpet installed on stairs, in high-traffic areas, bathrooms, kitchens, or carpet installed outdoors.
- Damage to, appearance changes, soil or stains resulting from commercial use.
- Damage or appearance changes from normal carpet wear, routine cleaning and/or regular maintenance, or inadequate care.
- Damage or appearance changes resulting from improper cleaning, improper maintenance, or improper care.
- Damages resulting from improper installation such as wrinkling, buckling, visible seams, seam peaking or frayed edges.
- Damage or appearance change due to use of an inadequate cushion or failure of the carpet pad.
- Difference in color and texture between the actual carpet and showroom samples, photographs, or printed literature.
- Damages resulting from external causes such as color change or fading due to direct sunlight, exposure to chemicals, cleaning agents or other household items.
- Damage or appearance change due to wetting, excessive cleaning, or other persistent source of moisture.
- Damage resulting from plumbing or appliance failure, flooding or natural disaster.
- Indentations, matting and crushing caused by foot-traffic, heavy objects, or surface residue.
- Products designated as other than first quality (seconds, irregulars, trials), discontinued or discounted products, or roll balances.
- Damage resulting from chewing, tearing, clawing or any other damages caused by pets or other animals.
- Odor or smells of any kind, regardless of source.
- Area rugs, bound carpet, used or reinstalled carpet is excluded from warranty coverage.
- Carpet that has been glued down.

**PRORATION OF WARRANTY:**

The following proration schedule applies to all EarthWerks carpet warranties and is based upon the original purchase price of the carpet. Installation costs, shipping and taxes are not included

CARPET WARRANTY	10 YEAR	25 YEAR	LIEFTIME
Year 1	100%	100%	100%
Year 2	100%	100%	100%
Year 3	100%	100%	100%
Year 4	75%	100%	100%
Year 5	60%	100%	100%
Year 6	50%	90%	100%
Year 7	40%	90%	100%
Year 8	30%	80%	90%
Year 9	20%	70%	90%
Year 10	10%	60%	90%
Year 11	N/A	50%	80%
Year 12	N/A	40%	70%
Year 13	N/A	30%	60%
Year 14	N/A	20%	50%
Year 15	N/A	10%	40%
Year 16	N/A	10%	30%
Year 17	N/A	10%	25%
Year 18	N/A	10%	15%
Year 19	N/A	10%	10%
Year 20	N/A	10%	10%

**WARRANTY SERVICE:**

Warranty service is provided by Swiff-Train, LLC, 10850 Train Court, Houston, Texas 77041. To obtain a Request for Evaluation Form and/or warranty information, you may call the Resolutions Department at 1-800-929-1222. Any claim under this Limited Warranty must include a completed Request for Evaluation form accompanied by dated proof of purchase or invoice. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Please note the following conditions must be met for all warranty claims:

1. Carpet must be professionally installed according to the Carpet and Rug Institute Installation Standard CRI-105.
2. Installation must include new carpet pad meeting minimum FHA requirements. Proof of purchase for pad must accompany warranty documentation.
3. Carpet must be properly stretched with a power stretcher.
4. Proof of professional cleaning (copy of invoice) according to Carpet and Rug Institute recommendations every 12 months must be provided for any warranty claim.
5. Proof of purchase (original invoice) with consumer name, address, style name, and stated warranty coverage is required for all warranty claims.
6. This warranty is extended only to the original purchaser, at the original owner-occupied residence, and may not be transferred under any condition.

**LIABILITY LIMITED WARRANTY:**

EarthWerks's liability under the limited warranties will be limited to the actual cost to repair or replace the portion of carpet which is proven to be defective, extending to the nearest structure (wall, door, or separation). Repair or replacement with new EarthWerks product of the same or similar style, size, color, and quality is at the sole discretion of EarthWerks.

EarthWerks reserves the right to inspect any claim and request photographs and/or samples prior to approving such claim.

EarthWerks reserves the right to final judgment regarding the approval for any repair or replacement of product.

Credit for defective carpet will be issued on a prorated basis according to the length of time that it has been in use.

This limited warranty is made solely to the original purchaser of EarthWerks flooring products and is not transferable under any circumstances. Limited warranty period begins on date of purchase. This limited warranty is expressly in lieu of any other expressed warranty whether oral or written. No representative, employee, or agent of EarthWerks Company, or any other person, is authorized to assume for EarthWerks any additional liability or responsibility in connection with EarthWerks products. Consequently, agents, employees, distributors, and dealers of EarthWerks are not authorized to make modifications to this limited warranty, or additional warranties on behalf of EarthWerks. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by EarthWerks and should not be relied upon. **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY ASSOCIATED WITH CARPET MANUFACTURED BY EARTHWERKS. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY CASE, EARTHWERKS SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT OR OTHER DAMAGES ARISING FROM BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF EARTHWERKS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**EarthWerks reserves the right to modify or change this warranty at any time. This warranty is effective for all products purchased after January 1, 2022.**