

FABRICA

FINE CARPET & RUGS

Fabrica Approved
Nylon Warranty



Fabrica Approved Nylon

Stain Resistant - Limited **Lifetime** warranty

- Resists food and beverage stains ⁽¹⁾
- Resists Pet Urine Stains ⁽²⁾

Soil Protection - Limited **Lifetime** warranty

- Helps keep carpet clean and easy to maintain ⁽¹⁾

Anti-Static Protection - Limited **Lifetime** warranty

- Resists static shock ⁽¹⁾

20 year Limited **Abrasive Wear** warranty

- Limits fiber loss from foot traffic

20 year Limited **Texture Retention** warranty

- Helps maintain original appearance

*Lifetime limited warranty begins on the date of purchase and continues for the life of the carpet. All warranty coverage is subject to change. For most current warranty information including proration and other limitations that may apply to the warranties, please check with retailer and warranty brochure. For additional warranty information visit fabrica.com

REGULAR PROFESSIONAL CLEANING REQUIRED TO KEEP WARRANTY VALID.

Footnotes:

1. Labor and carpet are prorated. See page 10 for proration details
2. Limited to stains caused by domestic cats and dogs only. See proration chart on page 10 for this limited lifetime warranty.

CONTACT INFORMATION

Visit fabrica.com to register your carpet purchase or to find general cleaning instructions. (Warranty registration is recommended but not required to activate your warranty coverage.)

For warranty service or special assistance for carpet care and cleaning, call our Consumer Support group at 1-800-854-0357. Hours are 8AM to 5PM EST, Monday through Friday. Or, contact us by email at: claims@fabrica.com

CARE AND CLEANING OBLIGATIONS

To maintain your warranty coverage you must do the following:

- Clean stains or soiled areas promptly. If the problem remains after do-it-yourself cleaning, then have your carpet professionally cleaned (at your expense; these maintenance costs will not be reimbursed).
- If the problem still remains after professional cleaning, contact the Consumer Support group **within 30 days of the professional cleaning**.
- **To qualify for coverage under all limited warranties outlined in this warranty brochure, you must have had hot water extraction cleaning performed by a trained, qualified carpet care professional, at least as frequently as every 18 months since the date of your carpet purchase. Failing to do so will void your warranty coverage.**

To learn more about carpet care or to get cleaning tips on specific stains, please visit fabrica.com and search for "carpet care."

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 our Consumer Support group. When you call, you will be asked to provide the following:

- An explanation of the carpet issue and what caused it. The location of the carpet issue, and in what other rooms the carpet is currently installed.
- When and where the carpet was purchased, including the retailer's telephone number
- The carpet style name and style number
- Square yards purchased
- Date(s) and proof of professional cleaning(s)(1)

If the problem is determined to be covered by one of the limited warranties, you will be asked to provide the original sales receipt or other documentation acceptable to Fabrica which shows proof of purchase and installation of a Fabrica carpet and of carpet cushion which meets the requirements noted under the **Texture Retention Limited Warranty**. The documentation must include the Fabrica carpet name and style information.

You must also provide Fabrica with all related professional cleaning receipts (showing service dates), if required. Please note that Fabrica will not reimburse you for your costs of professional cleaning.

We may also request a small piece (6"x6") remnant of carpet and cushion.

GENERAL TERMS AND CONDITIONS

- Only first quality carpet (not seconds or irregulars) which meets Fabrica's construction and performance specifications can earn the name Fabrica carpet and be covered under these limited warranties.
- These limited warranties apply to all Fabrica carpet products purchased and installed in the owner-occupied space in an owner-occupied residence. Timeshare dwellings, motorhomes (RVs), and houseboats are specifically excluded. If the carpet is removed from the home or office, these limited warranties will be deemed null and void.
- These limited warranties apply to carpet installed in owneroccupied residences and to carpet purchased by the tenant in a rental dwelling.
- Labor costs and carpet costs are prorated to the lifetime limited warranties.
- **All warranty coverage is transferable to subsequent owneroccupiers only in owner-occupied residences.** The original homeowner must contact our Consumer Support group to provide original receipts documenting the carpet purchase and proof that the carpet has been maintained every 18 months, using the hot water extraction cleaning method, since the original carpet purchase date. This documentation must be provided within sixty (60) days of the home sale. Fabrica will then provide the new homeowner with a written authorization transferring the warranty coverage.
- These limited warranties exclude carpet which has been put into commercial use.
- These limited warranties also exclude 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. "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. These warranties do not cover problems caused by wetting or persistence of excessive moisture. "Abuse" is any use of the carpet that is unreasonable considering the normal and expected uses of a carpet in a residence.
- These limited warranties exclude damage resulting in tears, pulls, cuts, pilling, shredding, burns, cornrowing, fuzzing, matting, crushing, shading, fading, pile reversal. Improper installation or defective construction are also excluded. Damage caused by pets such as lingering odors, color change caused by pet vomit or feces, carpet loop or tuft snags and pulls or damage from extreme moisture are excluded.
- If Fabrica determines that your claim is covered under one or more of the limited warranties, Fabrica will, at its sole option, determine to repair the affected area of your carpet, or, if repair cannot reasonably be made, will determine to replace the affected area of carpet.
- **Cash refunds will not be offered.**

REPLACEMENT OF WALL-TO-WALL CARPET

For wall-to-wall Fabrica carpet, any repair or replacement under these limited warranties will be made by Fabrica and will be limited to the affected area of the carpet (and adjacent areas extending to the nearest wall, doorway or entrance).

- Bound rugs are not covered. If replacement is necessary, the limited warranty covers the removal and disposal of the original carpet and the cost and installation of the comparable replacement carpet. Any other labor charges, costs for moving furniture, equipment or baseboards, costs associated with new carpet cushion, or other charges are your responsibility and will not be paid by Fabrica.
- If Fabrica replaces your carpet under any of these limited warranties, the remaining portion of the Warranty Period will be based on your original purchase date.
- If the identical carpet is not available, a Fabrica carpet of comparable quality and value must be selected. Comparability in carpet specifications is determined by Fabrica. If a less expensive carpet is chosen, the difference will not be refunded or applied to the claim to cover padding or furniture moving.
- You must reasonably cooperate with Fabrica in its efforts to perform its obligations under these limited warranties.

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 and bound carpet purchased in the U.S. or in Canada.

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL FABRICA 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 ON 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 FABRICA 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 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.

NOTICE OF ARBITRATION AGREEMENT

This agreement provides that all disputes between you and Fabrica will be resolved by BINDING ARBITRATION.

You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT).

- Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.
- You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.
- Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

FOR MORE DETAILS:

- Review the below Section on “Dispute Resolution – Mandatory Arbitration Provision,” or
- Visit the American Arbitration Association at www.adr.org, or

Call Fabrica at 1-800-854-0357.

DISPUTE RESOLUTION - MANDATORY ARBITRATION PROVISION

THIS DISPUTE RESOLUTION PROVISION ONLY APPLIES TO CONSUMERS RESIDING IN THE UNITED STATES WHO PURCHASE FABRICA 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; YOU GIVE UP THE RIGHT TO GO TO COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(This section DOES NOT APPLY to matters that may be taken to SMALL CLAIMS COURT.)

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 FABRICA MAY BE JOINED WITH ANOTHER LAWSUIT OR IN 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. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and the Consumer-Related Dispute Supplementary Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The party must file a Claim with the AAA, an arbitration administrator. This administrator is independent from Fabrica. You may obtain copies of the rules, forms and instructions for initiating and conducting arbitration by contacting AAA at:

American Arbitration Association

Case Filing Services

1101 Laurel Oak Road, Ste 100 Voorhees, NJ 08043

Toll free number: 877-495-4185 / Fax number: 877-304-8457

casefiling@adr.org / www.adr.org

LIFETIME STAIN RESISTANCE LIMITED WARRANTY

(Pet urine; food & beverage)

For the Warranty Period stated, the surface pile of your Fabrica carpet will resist foods, beverages, and pet urine stains (caused by domestic cats and dogs) that occur during normal residential use (“covered stains”) subject to your compliance with the carpet care and cleaning obligations (including professional cleaning shown on page 3), Fabrica will, at our sole option, repair 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.

No carpet is fully stain proof. Therefore, Fabrica 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, bleaches, inks, vomit, blood 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.
- These warranties do not cover the reappearance of previously cleaned stains (“wicking”). Wicking occurs when stains that have been concealed in the carpet backing or cushion, reappear during additional re-cleaning.

LIFETIME SOIL RESISTANCE LIMITED WARRANTY

Over time any carpet may change color due to the accumulation of dry soil from foot traffic. Fabrica warrants that for the stated Warranty Period, subject to your compliance with the recommended carpet care and cleaning procedures, 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.

- If, after following the recommended carpet care and cleaning procedures (including professional cleaning shown on page 3) Fabrica determines that the noticeable color change is covered under this limited warranty, Fabrica will, at its option, repair the affected area of your carpet. If repair cannot reasonably be made, we will replace the affected area of your carpet.

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.

LIFETIME ANTI-STATIC LIMITED WARRANTY

For the expected life of your carpet, it will not generate static greater than 5.0 kilovolts (using AATCC)(2) Test Method 134). If Fabrica determines that your carpet does not meet this anti-static limited warranty, Fabrica will repair your carpet. If a repair cannot be reasonably made, Fabrica will replace the affected area.

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, show a significant loss of carpet pile texture from the carpet tufts bursting, blooming, opening or losing their twist.

- 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.(3)
- 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.
- If Fabrica determines that your carpet’s texture rating is below the minimum standards for the reasons described above, Fabrica will, at its sole option, repair or replace the affected area of the carpet.
- In the U.S. carpet, must be installed over cushion which meets the HUD UM 72a, Class 1 standards. This certification sets 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 cushion which meets all the minimum parameters as per CGSB(4) Standard 20-GP-23M 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.

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, fading, rippling and delamination or furniture depressions are also specifically excluded.

ABRASIVE WEAR LIMITED WARRANTY

During the applicable Warranty Period, 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 abrasion, from the surface pile of the carpet. If Fabrica determines that your carpet has incurred Fiber Loss from Abrasive Wear, Fabrica will, at its option, repair or replace the affected areas of your carpet.

PRORATION SCHEDULE FOR ALL FABRICA APPROVED CARPET LIMITED WARRANTIES

Labor costs and carpet costs are prorated. Labor costs are removal and disposal of your

Proration Year	Lifetime Stain, Soil and Fade Pet Stains & Labor Warranties
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	90%
Year 9	90%
Year 10	90%
Year 11	80%
Year 12	70%
Year 13	60%
Year 14	50%
Year 15	40%
Year 16	30%
Year 17	25%
Year 18	20%
Year 19	15%
Year 20	10%
Year 21	10%
Year 22	10%
Year 23	10%
Year 24	10%
Year 25	10%
Beyond 25 Years	10%

(1) An invoice or other documentation signed by the vendor is required.
 (2) See the Carpet & Rug Institute Standard 20-GP-23M for the international rating scale.
 (3) Canadian General Standards Board ("CGSB").

Limited Warranty Registration

Register your warranty at fabrica.com or simply fill out the information below and mail. Remember to keep a copy for your records. Warranty registration is not a condition of warranty coverage.

If you decide to register, please use the form below.

Name of Carpet Retail Store: _____

Style or Product Name: _____

Purchase Date: _____

Rooms Fabrica approved Nylon carpet was installed: _____

First Name: _____

Last Name: _____

Your Address: _____

City: _____ State or Province: _____

Zip Code: _____ Country: _____

Your E-Mail Address: _____

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