

WARRANTY – NEXSTEP CUSHION TILE

PRODUCT WARRANTY FOR CARPET WITH NEXSTEP CUSHION TILE

Bentley Mills, Inc. carpet products made with NexStep Cushion Tile backing are warranted by the manufacturer in accordance with the following terms and conditions:

15 YEARS – SURFACE WEAR, EDGE RAVEL, DELAMINATION, DIMENSIONAL STABILITY, TUFT BIND, AND MOISTURE RESISTANCE

The manufacturer warrants for a period of 15 years from the date of invoice that the carpet products will resist moisture penetration through the backing material and will not suffer excessive surface wear, edge ravel, delamination from primary backing, or tuft pull problems under ordinary indoor commercial use. Excessive surface wear means loss of more than 10 percent by weight of face fiber as a result of abrasion.

MATERIALS AND WORKMANSHIP

The manufacturer warrants for a period of two years from the date of invoice that the performance of the carpet products will not be adversely affected by defects in the materials or workmanship used in manufacture.

STATIC DISCHARGE

The manufacturer warrants for a period of 15 years from the date of invoice that the carpet products will not generate static discharges exceeding 3.5 kV at 70 degrees Fahrenheit and 20 percent relative humidity, using test method AATCC 134, Electrostatic Propensity of Carpets, step.

RADIANT PANEL

The manufacturer warrants that the carpet products as sold have a Critical Radiant Flux of 0.45 W/cm² (Class I) or better using test method ASTM E 648, Critical Radiant Flux of Floor Covering.

SMOKE DENSITY

The manufacturer warrants that the carpet products as sold have a measure of 450 or less using test method ASTM E 662, Specific Optical Density of Smoke, flaming.

REMEDY, LIMITATIONS, AND EXCLUSIONS

If a carpet product fails to meet this warranty, the manufacturer will correct the affected areas either by repair or (at its option) replacement with comparable product(s) at no charge. If the manufacturer determines that repair or replacement is not reasonably feasible, the manufacturer will refund that portion of the product purchase price allocable to the affected areas; provided that any refund on a claim made more than two years after the date of invoice will be prorated to reflect beneficial use prior to the claim. This is the exclusive remedy for claims related to the carpet products. The manufacturer's liability is limited to repair, replacement or refund as stated herein and, for example, does not include costs associated with moving furniture, partitions, fixtures, or equipment as necessary to allow repair or replacement.

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This warranty does not cover tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, misuse, neglect, improper maintenance, improper installation (including without limitation failure to use Bentley-recommended adhesive), flood/excessive moisture, or use of footgear with cleats, spikes, skates, blades or similar projections. Failure to comply strictly with Bentley's installation and maintenance instructions and recommendations shall void warranty coverage for all affected carpet products. Pooling, shading, watermarking, pile reversal, pile crush, dye lot differences, and soiling are not manufacturing defects and are not covered by this warranty. Problems arising from use of non-approved adhesives will void warranty coverage. Coverage under this warranty is conditioned upon buyer promptly notifying Bentley of the warranty claim in writing within the applicable warranty period at the following address: Bentley Quality Claims Department, 14641 E. Don Julian Road, City of Industry, CA 91746.

THE WARRANTY, REMEDY, AND LIMITS OF LIABILITY CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REMEDIES, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED. THE MANUFACTURER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES. THE MANUFACTURER WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN ANY CASE.

MORE INFORMATION

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