

Tufted Spikeproof Carpet Warranty

5-Year Wear Warranty

From the date of installation, Durkan warrants specific broadloom for a period of five (5) years against excessive wear (excluding 100% loop constructions). **Wear** is defined as the abrasive loss in excess of 20% of the face fiber of the carpet, and **abrasive wear** is the loss of fiber through normal conditions (as determined by Durkan).

During this five-year period, Durkan will repair or replace any portion of the carpet exhibiting excessive wear with equivalent carpeting or refund the purchase price for the damaged area, wherein Durkan's liability will be limited to the actual replacement cost.

It's important to note that this warranty:

- Applies for *indoor carpet use only*
- Must be properly installed by *direct glue-down installation method*
- Maintained thereafter in accordance with *Durkan's approved procedures and/or methods*.

PRODUCTS UNDER WARRANTY

- All 36oz Tufted SDN (or higher)
Soft Spike only -*Excludes all loop*
- All 36oz All Cut PDI Bases (or higher)
Soft Spike only
- All 40oz All Cut PDI Bases (or higher)
Both Metal & Soft Spike
- All 48oz CYP & Definity (or higher)
Both Metal & Soft Spike

WARRANTY EXCLUSIONS

This warranty does not apply if one or more of the following conditions exist:

1. Stains, burns, tears, cuts, pulls, or improper use of abusive materials.
2. Pile crushing/matting, shading, bearding/fuzzing, and water marking/pooling.
3. Improper cleaning agents or methods.
4. Carpet installed on stairs or ramps.

LEGAL INFORMATION

Durkan provides this warranty to its customers that constitutes the sole and entire agreement between Durkan and supersedes all prior agreements, understandings, and/or negotiations, both written and oral, with respect to the goods ordered. Durkan's sole obligation under the warranty provided herein is to repair or replace the carpet pursuant to the terms set forth above. Durkan will not be responsible or liable for direct, indirect, special, incidental, consequential, exemplary or punitive loss or damage or cost, relating to replacement or refund. This warranty gives you specific legal rights, and you have other rights that vary from state to state.