





# STAINMASTER CARPET®

## Limited warranties at a glance



To see which limited warranty applies to the carpet you purchased, first determine in which column your STAINMASTER® carpet belongs. Then read down the chart for the warranty coverage and duration.

Throughout this brochure, INVISTA defines lifetime coverage as the life of the carpet. Lifetime limited warranty coverage begins on the date of purchase and continues for the life of the carpet. Other limited warranty coverage begins on the date of purchase and continues for the stated period of time.

| WARRANTIED AGAINST:                           |  |  |  |  |
|---|---|---|--|---|
| <b>Food &amp; Beverage Stains<sup>1</sup></b> | Lifetime  | Lifetime  | Lifetime   | Lifetime  |
| <b>Pets<sup>2</sup></b>                       | Lifetime –<br>Urine stains only   | Lifetime –<br>Urine, vomit, feces<br>stains only                                  | Lifetime –<br>Urine stains only  | Lifetime –<br>Urine stains only   |
| <b>Soil Resistance<sup>1</sup></b>            | Lifetime  | Lifetime  | Lifetime   | Lifetime  |
| <b>Anti-Static<sup>1</sup></b>                | Lifetime  | Lifetime  | Lifetime   | Lifetime  |
| <b>Texture Retention<sup>3</sup></b>          | 20 years (or 23 years<br>with qualifying<br>cushion)                              | 20 years (or 23 years<br>with qualifying<br>cushion)                              | 20 years (or 23 years<br>with qualifying<br>cushion)                               | 10 years (or 13 years<br>with qualifying<br>cushion)                                |
| <b>Abrasive Wear<sup>3</sup></b>              | 20 years (or 23 years<br>with qualifying<br>cushion)                              | 20 years (or 23 years<br>with qualifying<br>cushion)                              | 20 years (or 23 years<br>with qualifying<br>cushion)                               | 10 years (or 13 years<br>with qualifying<br>cushion)                                |
| <b>Fade Resistance<sup>1</sup></b>            | Not covered   | 25 years  | Not covered  | Not covered   |
| <b>Stairs</b>                                 | Not covered   | Not covered   | Not covered  | Not covered   |

Applies to purchases on or after January 1, 2019. Warranties include labor. Labor is defined as the cost to remove and dispose of your existing STAINMASTER® carpet and install your replacement STAINMASTER® carpet. See page 3 for labor details. **To qualify for coverage under all limited warranties outlined in this warranty brochure, you must have had a 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.**

Footnotes:

<sup>1</sup> Labor and carpet costs are prorated. See page 6 for proration details.

<sup>2</sup> Limited to stains caused by pets.

<sup>3</sup> Extend your Texture Retention and Abrasive Wear Warranties by purchasing and installing a qualifying carpet cushion with a breathable moisture barrier. In the U.S., carpet must be installed over cushion which meets the HUD UM 72a, Class 1 standards. (See page 5 for details)

Warranty details are available online at [stainmaster.com/warranty](http://stainmaster.com/warranty) or by calling 1-800-438-7668.

## CONTACT INFORMATION

Thank you for choosing STAINMASTER® carpet. Get started on the right foot with your carpet by registering your warranty online at [www.stainmaster.com/warranty](http://www.stainmaster.com/warranty) or via phone 1-800-438-7668. Warranty registration is recommended but not required to activate your warranty coverage.

For warranty service or special assistance for carpet care and cleaning, contact us online at [www.stainmaster.com/customer-care-support](http://www.stainmaster.com/customer-care-support), by email at [STAINMASTER@invista.com](mailto:STAINMASTER@invista.com), or call our Consumer Care group at 1-800-438-7668. Business hours are 8AM to 5PM EST, Monday through Friday.

## CARE AND CLEANING OBLIGATIONS

To maintain your warranty coverage you must do the following:

- To qualify for coverage under all limited warranties outlined in this warranty brochure, you must have had a hot water extraction cleaning performed by a trained, qualified carpet care professional, at least as frequently as every 18 months from the date of your carpet purchase. **Failing to do so will void your warranty coverage.** Please note that personal or rental carpet cleaning machines are not equivalent to a professional carpet cleaning.
- 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 Care group at 1-800-438-7668 **within 30 days of the professional cleaning.**

To learn more about carpet care or to get cleaning tips on specific stains, please visit [www.stainmaster.com/carpet/care/stain-removal](http://www.stainmaster.com/carpet/care/stain-removal). Try using our STAINMASTER® carpet care products to clean and protect your carpet.\* Learn more at [www.stainmaster.com/cleaners](http://www.stainmaster.com/cleaners).

\*Use of this product does not change the STAINMASTER® carpet limited warranty requirements.

## 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 Care group at 1-800-438-7668. 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)<sup>1</sup>

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 INVISTA which shows proof of purchase and installation of a STAINMASTER® carpet and of carpet cushion which meets the requirements noted under the Texture Retention Limited Warranty. The documentation must include the STAINMASTER® carpet name and style information.

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

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

## GENERAL TERMS AND CONDITIONS

- Only first quality carpet (not seconds or irregulars) which meets INVISTA's construction and performance specifications can earn the name STAINMASTER® carpet and be covered under these limited warranties.
- These limited warranties apply to all STAINMASTER® carpet products purchased on or after January 1, 2019, and installed in owner-occupied residences and to carpet purchased by the tenant in a rental dwelling. Timeshare dwellings, motor homes (RVs), rental properties and houseboats are specifically excluded. If the carpet is removed from the home, these limited warranties will be deemed null and void.
- Warranties will be extended to the longer period stated if a quality carpet cushion with a breathable moisture barrier, such as STAINMASTER® carpet cushion, is purchased and installed at the same time as the STAINMASTER® carpet. See the chart on page 1 for duration. (Ask retailer for details.)

- Labor costs and carpet costs are prorated to the lifetime limited warranties. See page 6 for details.
- **All warranty coverage is transferable to subsequent owner-occupiers only in owner-occupied residences.** The original homeowner must contact our Consumer Care group to provide copies of receipts documenting the carpet purchase, proof of home ownership transfer, and proof that the carpet has had a professional hot water extraction cleaning at least once every 18 months since the original carpet purchase date. This documentation must be provided within sixty (60) days of the home sale. INVISTA 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. "Commercial use" includes, but is not limited to: use in a store, office or other place of business.
- **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.** INVISTA does not ensure or warrant that our products will improve health or allergy related conditions. "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, bearding, washboarding, cornrowing, fuzzing, matting, crushing, shading, fading or 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 INVISTA determines that your claim is covered under one or more of the limited warranties, INVISTA will, at its sole option, determine to repair the affected area of your carpet, or, if repair cannot reasonably be made, INVISTA will determine to replace the affected area of carpet.
- **Cash refunds will not be offered.**

## REPLACEMENT OF WALL-TO-WALL CARPET

For all brands of wall-to-wall STAINMASTER® carpet, any repair or replacement under these limited warranties will be made by INVISTA 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 removal and disposal of the original carpet and the cost and installation of the comparable replacement STAINMASTER® 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 INVISTA.

- Bound rugs are not covered.
- If INVISTA replaces your STAINMASTER® 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 STAINMASTER® carpet of comparable quality and value must be selected. Comparability in carpet specifications is determined by INVISTA. If a less expensive carpet is chosen, the difference will not be refunded or applied to the claim to cover padding or furniture moving. If you choose to upgrade your carpet, the additional cost associated with the upgrade is your responsibility.
- **Cash refunds will not be offered.**
- You must reasonably cooperate with INVISTA in its efforts to perform its obligations under these limited warranties.

## THE FOLLOWING APPLIES TO ALL OF THE LIMITED WARRANTIES INCLUDED IN THIS BOOKLET:

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. INVISTA 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 STAINMASTER® CARPET PRODUCTS OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL INVISTA'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 PERMITTED BY 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 may not apply to You.

## DISPUTE RESOLUTION PROVISION

INVISTA and You agree that any controversy or claim arising out of or relating to the purchase, installation or use of INVISTA STAINMASTER® 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. INVISTA 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.

**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](http://www.adr.org). The AAA Commercial Arbitration Rules may be accessed at <https://www.adr.org/sites/default/files/Commercial%20Rules.pdf>. The Consumer-Related Dispute Supplementary Procedures with its incorporated fee schedule may be accessed at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. 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](mailto:casefiling@adr.org).

**WAIVER OF JURY TRIAL:** INVISTA 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, INVISTA 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.

## LIFETIME STAIN RESISTANCE LIMITED WARRANTY (Pet urine; food & beverage)

For the Warranty Period stated, the surface pile of your STAINMASTER® carpet will resist food, beverage, and pet urine stains (caused by pets) 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 2), INVISTA will, at its sole option, repair the affected area of your carpet containing the covered stain. If a repair cannot reasonably be made, INVISTA will replace the affected area of your carpet.

**No carpet is fully stain proof.** Therefore, INVISTA 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, medications, inks, vomit, blood or feces, etc. (See lifetime pet vomit and feces limited warranty section.)
- 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.

## PET VOMIT & FECES LIFETIME LIMITED WARRANTY for STAINMASTER® PetProtect® carpet styles

INVISTA warrants that with proper care and maintenance (including professional cleaning), your STAINMASTER® PetProtect® carpet will not be permanently stained from exposure to pet vomit and feces. This warranty coverage applies to indoor carpet installations only.

- If INVISTA determines that your carpet is stained, INVISTA will, at its sole option, repair or replace the affected area of your carpet and will handle such claims per the Terms and Conditions.
- Damage caused by pets such as lingering odors, carpet loop or tuft snags and pulls, or damage from extreme moisture are excluded.

## LIFETIME SOIL RESISTANCE LIMITED WARRANTY

Over time any carpet may change color due to the accumulation of dry soil from foot traffic. INVISTA 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 2, INVISTA determines that the noticeable color change is covered under this limited warranty, INVISTA 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, matting, crushing, appearance or color changes due to burns, pets, tears, cuts, pulls, shading or pile reversal, snags, 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<sup>2</sup> Test Method 134). If INVISTA determines that your carpet does not meet this anti-static limited warranty, INVISTA will repair your carpet. If a repair cannot be reasonably made, INVISTA 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.
- 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 INVISTA determines that your carpet's texture rating is below the minimum standards for the reasons described above, INVISTA 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./ft<sup>3</sup>), thickness (in.), weight (oz./sq.yd.), 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 coasters, athletic equipment, snags, vacuum marks or heavy wheeled devices. Changes in appearance caused by matting, crushing, soiling, shading or pile reversal, bearding, washboarding, cornrowing, fading, delamination and rippling, buckling 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 INVISTA determines that your carpet has incurred Fiber Loss from Abrasive Wear, INVISTA will, at its option, repair or replace the affected areas of your carpet.

### **FADE RESISTANCE LIMITED WARRANTY for STAINMASTER® PetProtect® carpet styles**

INVISTA warrants that, with proper care and maintenance, your STAINMASTER® PetProtect® carpet styles will not fade from exposure to sunlight or atmospheric contaminants (Ozone or Oxides of Nitrogen). This warranty coverage applies to indoor carpet installations only.

- If INVISTA determines that the noticeable color change due to sunlight or atmospheric contaminants exceeds minimum standards using the AATCC<sup>2</sup> Gray Scale, INVISTA will, at its sole option, repair or replace the affected area of your carpet and will handle such claims per the Terms and Conditions.

The following are some examples of exclusions from this limited fade resistance warranty:

- Changes in carpet color due to air purifiers, photocopiers or other electronic equipment that emit significant amounts of ozone.
- Changes in carpet color resulting from external causes, such as spills of household chemicals, improper cleaning and other nonfood and non-beverage substances.
- Gradual fading over time from pesticides, cleaning agents, benzoyl peroxide and other household items.
- Noticeable color change due to accumulation of dry soil as a result of foot traffic from normal, indoor household use.

## PRORATION SCHEDULE FOR ALL STAINMASTER® CARPET LIMITED WARRANTIES

See pages 1 to determine which limited warranties apply to the STAINMASTER® carpet you purchased.

Labor costs and carpet costs are prorated. Labor costs are removal and disposal of your original STAINMASTER® carpet and installation of the replacement STAINMASTER® carpet.

| <b>Proration Year</b> | <b>Lifetime Stain, Soil and Fade<br/>Pet Stains &amp; Labor Warranties</b> |
|-----------------------|--|
| Year 1 - 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 and beyond    | 10%  |

<sup>1</sup>An invoice or other documentation signed by the vendor is required.

<sup>2</sup>American Association of Textile Chemists and Colorists, Research Triangle Park, NC ("AATCC").