

# Warranty

## AVALAR®SD AVALAR®RE

*The warranties below are only applicable to IncStores products manufactured with 100% AVALAR®SD or AVALAR®RE nylon for indoor use. Installation in a traffic environment unsuitable for carpet or failure to sustain a routine carpet maintenance program (as recommended by IncStores) will void these warranties.*

### **AVALAR®SD & AVALAR®SDX Lifetime\* Stain Removal Limited Warranty**

IncStores warrants for the useful life of the carpet made exclusively with AVALAR®SD & AVALAR®RE solution-dyed nylon, when installed and maintained as recommended by IncStores will resist permanent stains caused by spills of all substances, subject to the following limitations. This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants that degrade or destroy nylon yarn or the color of the carpet. Also, this warranty specifically excludes carpet that has been surface-treated with materials not recommended or approved by IncStores, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by IncStores.

**THIS IS NOT A CLEANING CONTRACT.** In order to make a claim under this warranty, the owner must have attempted to remove the stain within 24 hours after occurrence of the spill, **USING ONLY THOSE CLEANING AGENTS AND PROCEDURES RECOMMENDED BY IncStores**, and must notify IncStores immediately if stain removal is not successful. The original purchaser must also identify the type of stain and the method used to clean it. For approved cleaning agents and removal procedures, maintenance recommendations and other conditions of this warranty, refer to IncStores "Total Solution Carpet Care Guide". If additional information or assistance is required, or in order to notify IncStores of an unsuccessful attempt to remove a stain, call 1-800-613-0996. Claims under this guarantee must be submitted in writing to IncStores 120 East Corporate Place Ste 20 Chandler, AZ 85225.

In addition, the owner must furnish to IncStores the ORIGINAL PROOF OF PURCHASE and non-returnable samples of the carpet for testing, and must permit a IncStores Representative access to the installed carpet in order to attempt to remove the stain. If, in testing and analysis performed by IncStores and subject to the other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 4 under the AATCC Gray Scale for Evaluating Change in Color, IncStores will pay for the attempted removal of the stain by the IncStores, or replace the original carpet in the affected area, up to 100 times the size of the stain, free of charge, including installation. No charges for floor preparation or for movement or replacement of equipment, furnishings, partitions, etc., will be allowed. At IncStores's option, we will refund to the owner the

original purchase price of the carpet in the affected area, up to 100 times the size of the stain. If the stain is removed using IncStores recommended procedures, all stain removal costs will be the responsibility of the owner.

### **AVALAR®SD & AVALAR®RE Lifetime\* Carpet Static Limited Warranty**

IncStores warrants, for the useful life of the carpet, products made with AVALAR®SD or AVALAR®RE nylon, when installed and maintained as recommended by IncStores, will be shock proof to human beings, subject to the following limitations:

If human comfort is affected by shock, the owner must notify the carpet manufacturer and permit IncStores to test the carpet. If, in testing by IncStores and subject to the other limitations contained herein, the carpet generates static above 3.5 kv (the threshold of normal human sensitivity is 3.5 kv), when tested in accordance with AATCC test method 134 at 20% relative humidity and 70°F, IncStores will replace the original carpet in the affected room or area, free of charge, including installation, except that no charges for moving or replacing equipment, furnishings, partitions, etc., will be allowed.

### **AVALAR®SD & AVALAR®RE Colorfast Carpet Limited Warranty**

IncStores warrants that products manufactured with 100% AVALAR®SD & AVALAR®RE nylon, when installed and maintained as recommended by IncStores **FOR INDOOR USE ONLY** and subject to the other limitations set forth herein, will be colorfast against exposure to light and atmospheric contaminants as specified below:

#### **Colorfastness to Light:**

IncStores warrants, for the useful life of the carpet from the date of the original installation, products made with AVALAR®SD & AVALAR®RE will not display or evidence a significant change in color due to exposure to light.

In order to make a claim under this warranty, the owner must notify IncStores and furnish non-returnable samples of the carpet for testing. If, in testing by IncStores and subject to the other limitations set forth herein, (1) the carpet is found to have a rating of 3 or less under the Gray Scale for Evaluating Change in Color, AND (2) such rating is determined to be the result of exposure to light for a period of time not to exceed 200 Xenon Fadeometer hours of such exposure, when tested in accordance with the AATCC 16E test method, IncStores will replace the original carpet in the affected room or area, free of charge, including installation, except that no charges for moving or replacing equipment, furnishings, partitions, etc., will be allowed.

#### **Colorfastness to Atmospheric Contaminants:**

IncStores warrants, for the useful life of the carpet, products made with AVALAR®SD & AVALAR®RE will not display or evidence a significant change in color due to exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen).

In order to make a claim under this warranty, the owner must notify IncStores and furnish non-returnable samples of the carpet for testing. If, in testing by IncStores and subject to the other limitations set forth herein, (1) the carpet is found to have a rating of 3 or less under the Gray Scale for Evaluating Change in Color, AND (2) such a rating is determined to be the result of Ozone exposure for a period of time not to exceed 8 cycles, when tested in accordance

with the AATCC 129 test method, or Oxides of Nitrogen exposure for a period of time not to exceed 8 cycles, when tested in accordance with the AATCC 164 test method, IncStores will replace the original carpet in the affected room or area, free of charge, including installation, except that no charges for moving or replacing equipment, furnishings, partitions, etc., will be allowed.

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***These warranties state the entire liability of IncStores with respect to the product warranted, except for any warranties of merchantability or fitness for a particular use, which are hereby limited to the duration of the applicable express warranty. In particular, these warranties do not cover incidental or consequential damages of any kind, nature or description, which may be claimed as a result of carpet failure or carpet replacement. (Note: Some states prohibit limitations on the duration of implied warranty, as well as the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. These warranties give you specific legal rights, and you may also have other rights, which may vary from state to state.)***

\*Lifetime defined as long as the carpet remains installed in the original location and is owned by the original purchaser.