



## **MIDTOWN**

### **WARRANTY, CARE AND MAINTENANCE**

#### **20 YEAR LIMITED RESIDENTIAL BROADLOOM CARPET WARRANTY**

The following details the Residential Limited Warranty issued for this residential carpet.

##### **Who Is Covered?**

This warranty protects you, the original purchaser, if you have purchased this carpet for your own residential use in an owner-occupied residence. This warranty is non-transferable.

##### **What This Residential Limited Warranty Covers?**

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

This residential carpet will resist foods, beverages, and pet urine stains (caused by pets) that occur during normal residential use (“covered stains”). Coverage is subject to your compliance with the carpet care, cleaning obligations, including professional cleaning, stipulated herein. At its sole option, and discretion, Midwest Floor Source shall repair the affected area of your carpet containing the covered stain. If Midwest Floor Source determines that carpet is beyond repair, Midwest Floor Source will replace the affected area of your carpet.

No carpet is fully stain proof. Therefore, Midwest Floor Source 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, medications, 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 hair, clothing, or food coloring), bleaches, acne medications, drain cleaners, and plant food or 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.

## **SOIL RESISTANCE LIFETIME LIMITED WARRANTY:**

Over time, any carpet may change color due to the accumulation of dry soil from foot traffic. Midwest Floor Source 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 because of foot traffic from normal, indoor household use. For warranty purposes, atmospheric soil (dust) is covered, mud from outside is not considered soil.

If, after following the recommended carpet care and cleaning procedures (including professional cleaning), Midwest Floor Source determines that the noticeable color change is covered under this limited warranty, at its sole option, Midwest Floor Source will repair the affected area of your carpet. If repair cannot reasonably be made, Midwest Floor Source will replace the affected area of your carpet.

### **Excluded from this limited warranty are the color changes from substances mentioned below:**

Grease, mud, asphalt, tar, paints, ink, rust, blood, cement, materials that permanently destroy dyes or alter colors (such as hard surface cleaners, 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.

## **TEXTURE RETENTION 20 YEAR LIMITED WARRANTY:**

During the applicable Warranty Period, the surface pile of your carpet when installed over prescribed carpet cushion, meeting the standards described under definitions section herein, 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. If Midwest Floor Source determines that your carpet’s texture rating is below the minimum standards for the reasons described above, Midwest Floor Source will, at its sole option, repair or replace the affected area of the carpet.

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

## **ABRASIVE WEAR 20 YEAR LIMITED WARRANTY:**

During the applicable Warranty Period, this carpet will not incur Fiber Loss from Abrasive Wear by more than 10% of its face weight in any area as defined in definitions section. If Midwest

Floor Source determines that your carpet has incurred Fiber Loss from Abrasive Wear, at its option, Midwest Floor Source will repair or replace the affected areas of your carpet.

#### **FADE RESISTANCE 20 YEAR LIMITED WARRANTY:**

With proper care and maintenance, this carpet 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 per definitions section herein, Midwest Floor Source determines that the noticeable color change due to sunlight or atmospheric contaminants exceeds the definition, at its option, Midwest Floor Source will 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. Gradual fading or changes in color over time from:

- Cleaning agents, benzoyl peroxide and other household items.
- Air purifiers, photocopiers, or other electronic equipment.
- Equipment that emits significant amounts of ozone.
- Resulting from external causes, such as spills of household chemicals, improper cleaning, and other nonfood and non-beverage substances.
- Noticeable color change due to accumulation of dry soil because of foot traffic from normal, indoor household use.

#### **TWO YEARS MANUFACTURING DEFECTS WARRANTY:**

Midwest Floor Source warrants that all first quality carpet products are inspected to be without any customary material or workmanship defects. If within two years any customary manufacturing defect is discovered, at its sole option and discretion, Midwest Floor Source shall repair the affected area of your carpet. If it is determined by Midwest Floor Source that carpet is beyond repair, Midwest Floor Source will replace the affected area of your carpet.

#### **DEFINITIONS:**

Carpet & Rug Institute (Carpet-rug.org), several other independent agencies and the flooring industry have established standards for various carpet performances. For the purpose of all warranties, the following definitions shall apply:

1. For determining anti-static warranty claim, AATCC (American Association of Textile Chemists and Colorists, Research Triangle Park, NC) Test Method 134 shall apply. Per established standards, your carpet will not generate static greater than 5.0 kilovolts.

**2. Minimum Carpet Cushion (aka padding) requirements:**

Carpet must be installed over cushion that meets the HUD UM 72a, Class 1 standards. This certification sets minimum requirements for carpet cushion density (lbs./ft<sup>3</sup>), thickness (in.), weight (oz./sq. yd.), and other physical characteristics which determine performance. We recommend a minimum density of 8 lbs. (3.628kg) and a maximum thickness of ½ inch (1.27 cm)

3. **Texture Retention** is defined as the fiber's ability to maintain its tufts. See the Carpet & Rug Institute Standard 20-GP23M and is measured by using an international standardized rating scale. This carpet fiber has the unique ability to retain its visible shape and not burst, bloom, open or lose their twist with normal household traffic. 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.
4. **Abrasive Wear** of a carpet is defined as fiber loss due to abrasion. This carpet is made with the utmost care and consequently shall not lose more than 10% of its face weight during the term of this warranty. Carpet & Rug Institute Standard 20-GP-23M defines the specifics of this warranty.
5. **Fade Resistance** is defined as color change from natural contaminants and exposure to sunlight. AATCC Gray Scale criterion shall determine the claim obligations.
6. **Lifetime** is defined as the life of the carpet and as long as you own it. All these warranties are only applicable to owner occupied homes. Commercial properties, offices, rental homes, vacation homes and time-share homes are excluded from these warranties.
7. **Professional cleaner:** For the purpose of warranty and claims, professional cleaner refers to a legitimate business, trained in the profession and has the truck mounted hot water extraction (aka steam cleaning) cleaning equipment in working condition.
8. **Limited Warranties:** For the purpose of warranty and claims, "limited warranty" is limited to replacement of like kind carpet, per these warranty terms and conditions and no punitive or pain and suffering damages are warranted.
9. **Warranty** is a legal and binding agreement: By purchasing the products covered under these warranties, you agree to all terms and conditions, maintenance listed in this guide. No verbal and or implied warranty is applicable.
10. If you have fulfilled all your maintenance obligations, Midwest Floor Source will repair and or replace the affected areas in compliance with and accordance to the above industry standards and definitions. If a reasonable repair is not possible, Midwest Floor Source will replace the affected area.

## GENERAL TERMS AND CONDITIONS:

- All warranties apply only to first quality carpet, which meets our construction and performance specifications, is covered under these limited warranties.
- These limited warranties apply to this carpet purchased in the US and installed in the owner-occupied space in an owner-occupied residence. Commercial properties, offices, rental homes, timeshare dwellings, motorhomes (RVs), and houseboats are specifically excluded.
- All warranties exclude hallways & stairs.
- All warranties are deemed null and void if the carpet is removed from the original place of installation.
- These limited warranties exclude wicking. Wicking is a condition of stain reappearing after cleaning. It may be caused by poor cleaning, a spill having soaked down to the carpet backing by not removing it immediately, or by the type of cushion installed under the carpet.
- These limited warranties also exclude abnormal use or conditions, any type of abuse, vandalism, extreme pet conditions such as multiple pet stains in the same room or multiple areas in multiple rooms, or damage by smoke, fire, storm, flood, hurricane, wind, lightning, any other natural disasters, or any acts of God. "Commercial use" includes, but is not limited to use in a store, office, or other place of business. "Abnormal use or conditions" include, but are 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, pile reversal, matting, crushing, shading, fading (except as defined under ALL pet stains and fade resistance carpets). 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 Midwest Floor Source determines that your claim is covered under one or more of the limited warranties, at its sole option, Midwest Floor Source will 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.
- For wall-to-wall carpet, any repair or replacement under these limited warranties will be made by Midwest Floor Source 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 may cover the removal and disposal of the original carpet and the cost and installation of the comparable replacement carpet based on what warranty is applicable. Labor costs include removal and disposal of your original carpet and installation of the 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 Midwest Floor Source.

- Replaced carpet will continue to have full coverage effective from the original date of purchase.
- If an identical carpet is not available, a carpet of comparable quality and value must be selected. Comparability in carpet specifications is determined by Midwest Floor source. If a less expensive carpet is chosen, the difference will not be refunded or applied to the claim to cover padding or furniture moving. The customer is responsible for all upgrade costs.
- If you qualify for replacement, you must reasonably cooperate with Midwest Floor source in its efforts to fulfil its obligations under these limited warranties.
- Cash refunds are not offered or entertained under any circumstances.

**THE FOLLOWING APPLIES TO ALL OF THE WARRANTIES INCLUDED IN THIS BROCHURE:**

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.

MIDWEST FLOOR SOURCE 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 CARPET OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MIDWEST FLOOR SOURCE'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 THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS BROCHURE.

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.

**NOTICE OF ARBITRATION AGREEMENT:**

All warranties, acceptance thereof and this agreement provides that BINDING ARBITRATION by American Arbitration Association (AAA) will resolve all disputes between you (customer) and Midwest Floor Source. By this product and accepting all warranties you specifically and unequivocally denounce your right to go to any court anywhere these products are sold. A NEUTRAL ARBITRATOR and NOT a judge or jury will determine the rights of all parties. You

may obtain copies of the rules, forms, and instructions for initiating and conducting arbitration by contacting American Arbitration Association (AAA), Case Filing Services, 1101 Laurel Oak Road, Ste. 100 Voorhees, NJ 08043. Toll free number: 877-495-4185 / Fax number: 877-304-8457 - Email: [casefiling@adr.org](mailto:casefiling@adr.org) or [www.adr.org](http://www.adr.org)

## **FILING A CLAIM:**

If you have an issue with your carpet and believe that it is covered by one or more of the limited warranties outlined in this guide, you must notify the Midwest Floor Source retailer who sold you the carpet within 30 days of the professional cleaning to initiate a claim. Your retailer will be able to file a claim with Midwest Floor Source for you. If you are unable to contact your retailer, do not receive satisfaction, or need more information regarding this warranty, please contact Midwest Floor Source. Be sure to include a full description of the problem, photos if available, and proof of purchase showing the price paid for the carpet, pad and labor.

Please provide the following information:

- 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, store location, and the retailer's telephone number.
- The carpet style name and style number, type of cushion purchased.
- Square feet/yards purchased and proof of professional cleaning(s).
- Pictures of the area showing warranty issues.
- At its own discretion, Midwest Floor Source may request an independent third-party inspection.

If your carpet issue 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 Midwest Floor Source. Proof documents must include but not limited to, original purchase invoice, and installation of the carpet and of carpet cushion that meets the requirements noted under the Texture Retention Limited Warranty.

The documentation must include carpet name and style information. You must also provide all related professional cleaning receipts with service dates. **Please note that Midwest Floor Source will not reimburse you for the costs of your professional cleaning.**

We reserve the right to request a small piece (6" X 6") of carpet and cushion.

## **CARE & MAINTENANCE:**

Flooring is just like any other investment; it needs to be taken care of, maintained, and regularly serviced for the best experience and long life. For the best possible performance vacuum

regularly and in heavy traffic areas more often. Maintaining warranty coverage IS THE CUSTOMER OBLIGATION and responsibility to do the following:

- Clean soiled areas and spills promptly so that spills do not soak into backing and create wicking.
- If the problem persists after do-it-yourself cleaning, then your carpet must be professionally cleaned (at your expense; maintenance costs are not reimbursed under any circumstances).
- If the issue is not resolved after professional cleaning, you must notify the Midwest Floor Source retailer who sold you the carpet within 30 days of the professional cleaning to initiate a claim. Your retailer will be able to file a claim with Midwest Floor Source for you. If you are unable to contact your retailer, do not receive satisfaction, or need more information regarding this warranty, please contact Midwest Floor Source. Be sure to include a full description of the problem, photos if available, and proof of purchase showing the price paid for the carpet, pad and labor.
- To qualify for coverage under all limited warranties outlined in this warranty brochure, you must have had hot water extraction cleaning (aka steam cleaning) performed by a trained, qualified carpet care professional, **at least as frequently as every 18 months from the date of your carpet purchase.** Please save receipts for proof.
- **FAILING TO HAVE YOUR CARPET PROFESSIONALLY CLEANED VOIDS ALL WARRANTY COVERAGES.**
- To learn more about carpet care or to get cleaning tips on specific stains, please visit <https://carpet-rug.org/carpetforhomes/cleaning-and-maintenance/>

## PROPER VACUUMING INFORMATION

We are providing these guidelines to help you care for your carpet in the best possible way and make your home beautiful.

Vacuuming is of the utmost importance in maintaining your carpet's life and appearance. Thorough vacuuming should be performed at a minimum of once per week. Higher traffic areas should be more, in order to properly remove soil from the pile of the carpet. Also, selecting a vacuum cleaner with proper features is critical.

For most nylon carpets a light-weight upright model with an adjustable/multiple height setting, and a highly efficient filtration system works best. The vacuum's head should be adjusted so that the very tips of the brush come into light contact with the carpet's fiber tips. Failure to properly adjust the vacuum could cause the fiber tips to be damaged and lead to excessive fuzzing. Vacuuming should be performed in a slow and steady manner in order to properly remove any soil from the carpet's pile. Also, be mindful of the contents of the vacuum's dust bag/container. Do not let this get full, and best to empty contents when is half full. Please note that utilizing a vacuum which adjusts automatically can cause severe fuzzing.



For very thick cut or loop pile carpet, casual frieze or shag you may require a canister (suction only) model. Also, carpet made from natural fibers such as wool should also never be vacuumed with a brush roller; therefore, a canister suction only model is recommended.

Midwest Floor Source supports and endorses the Carpet and Rug Institute Seal of approval program guidelines for vacuum selection. To ensure that your vacuum will conform to the highest industry standards, make sure that your vacuum cleaner is certified through the Carpet and Rug Institute (CRI) Seal of Approval/Green Label Vacuum Cleaner Program. Midwest Floor Source recommends that consumers use a vacuum from the CRI list of approved vacuums, found here: [www.carpet-rug.org/soa-vacuums/](http://www.carpet-rug.org/soa-vacuums/)

*Failure to use an approved vacuum may result in damage to your carpet and void your warranty coverage.*