

## Warranty Terms

# Easy Street Cushion

Bentley Mills, Inc. broadloom carpet products with Easy Street Cushion backing are warranted by the manufacturer in accordance with the following terms and conditions:

### 10 Years – Surface Wear, Edge Ravel, Delamination, and Tuft Bind

The manufacturer warrants for a period of 10 years from the date of invoice that the carpet products will not suffer excessive surface wear, edge ravel, delamination from primary backing, or tuft pull problems under ordinary indoor commercial use in direct-glue applications. Excessive surface wear means loss of more than 10 percent by weight of pile fiber as a result of abrasion.

### Static Discharge

The manufacturer warrants for a period of 10 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/cm<sup>2</sup> (Class I) or better using test method ASTM E648, 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 E662, 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.

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 direct-glue), flood/excessive moisture, stairs and associated landings, or use of footwear with cleats, spikes, skates, blades or similar projections. Failure to comply strictly with Bentley's installation and maintenance instructions, 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.

### Warranty and Liability Limits

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.

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