

## Warranty Terms

# EliteFlex™ 6 ft Hardback and EliteFlex™ 6 ft Cushion

### Limited Lifetime Warranty

Bentley Mills, Inc. carpet products made with the EliteFlex backing systems are warranted by the manufacturer for indoor commercial installations. This warranty applies only to the EliteFlex 6 ft Hardback and EliteFlex 6 ft Cushion backing options. Limited Lifetime is defined as the normal useful life of the carpet up to twenty years. This warranty is for the original purchaser and original installation location and is not transferrable. Bentley Mills installation guidelines, maintenance guidelines, and use of Bentley adhesive and seam sealer are required for this warranty to be in force.

When using Healthbond 2399 Adhesives, no RH testing, no pH testing, and no verifiable intact moisture vapor retarder is required.

### Surface Wear, Edge Ravel, Delamination, Tuft Bind, and Moisture Resistance

The manufacturer warrants from the date of invoice that the EliteFlex products will resist moisture penetration through the backing material and will not suffer excessive surface wear, edge ravel, delamination from primary backing, or tuft pull problems under ordinary indoor commercial use. Excessive surface wear means loss of more than 10 percent by weight of face fiber as a result of abrasion. Chair pads are recommended for maximum appearance retention, minimizing pile crush. Appearance retention is not covered by this limited warranty.

### Static Discharge

The manufacturer warrants 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 an EliteFlex 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, equipment, reimbursement of indirect costs, incidental or consequential damages, however incurred, as necessary to allow repair or replacement.

Hydrostatic pressure is not an acceptable condition of the substrate and is not covered under this warranty. Hydrostatic pressure is the occurrence of the concrete slab being hydrated from below or water under the slab pushing up through the surface. This is visually seeing effervescence or alkaline salts carried with water on the surface of concrete and occurs with "on grade" or "below grade" concrete.

This warranty does not cover disfigurement or damage caused by abnormal use or any damage to the product not arising out of a manufacturing defect including such disfigurement or damage as tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, misuse, neglect, improper maintenance, improper installation, flood, excessive moisture – visual standing water, excessive alkalinity - visual efflorescence, installation on stairs, or use of footwear with cleats, spikes, skates, blades or similar projections, edge ravel where carpet is cut for access to floor outlets and trench header ducts, differential fading from light exposure, any condition resulting from other than ordinary wear or from any use which the product was not designed. 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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