

LIMITED WARRANTY FOR NEEDLEPUNCH PRODUCTS

PRODUCTS COVERED - VAN DIJK CARPET'S NEEDLEPUNCH PRODUCTS (See Exceptions noted).

GENERAL WARRANTY - VAN DIJK CARPET WARRANTS THESE PRODUCTS TO BE FREE FROM DEFECTS OF WORKMANSHIP AT THE TIME OF SHIPMENT. HOWEVER, IF THESE DEFECTS ARE VISIBLE, THEN THIS WARRANTY APPLIES TO CARPET RECEIVED, BUT NOT INSTALLED, ALTERED, CUT, DAMAGED, SOILED OR OTHERWISE UNSALEABLE.

LIMITED THREE (3) YEAR GENERAL OR TWO (2) YEAR SUNBELT FADE WARRANTY - VAN DIJK CARPET WARRANTS THAT THE FACE FIBER IN THE ABOVE PRODUCTS (EXCEPT DIAGONAL-TILE & HERCULES NOP TILE) WILL NOT DISINTEGRATE FOR A PERIOD OF THREE (3) YEARS UNDER NORMAL CONDITIONS IN COMMERCIAL AS WELL AS RESIDENTIAL OUTDOOR USE DUE TO ULTRAVIOLET DEGRADATION. SHADE VARIATION DUE TO UV EXPOSURE IS NOT COVERED BY THIS WARRANTY. THIS WARRANTY IS REDUCED TO TWO YEAR IN THE STATES ARIZONA, FLORIDA, NEW MEXICO, TEXAS AND THE SOUTHERN HALVES OF CALIFORNIA, COLORADO, HAWAII, NEVADA AND UTAH.

LIMITED FIVE (5) YEAR ABRASIVE WEAR WARRANTY - VAN DIJK CARPET WARRANTS GLUE-DOWN INDOOR APPLICATIONS (OVER FIRM, FLAT, SMOOTH, HARD SURFACE -- FREE OF CRACKS OR FOREIGN SUBSTANCES -- OF WOOD, CONCRETE OR VINYL) OF THE PRODUCTS AGAINST ABRASIVE WEAR IN PROPERLY INSTALLED AND MAINTAINED INSTALLATIONS FOR A PERIOD OF FIVE (5) YEARS. FAILURE IS DEFINED AS THE LOSS OF FIBER DUE TO ABRASIVE WEAR OF MORE THAN TEN (10) PERCENT OF THE PILE-FIBER IN ANY GIVEN AREA. THIS WARRANTY IS FOR ABRASIVE WEAR ONLY AND DOES NOT COVER BURNS, CUTS, GOUGES, PILLING, MATTING OF PILE, SHEDDING, FLATTENING OF PILE OR PATTERN, STAINING, SOILING, OILING, FADING, NOR FIBER LOSS DUE TO ABNORMAL USAGE.

LIMITED TEN (10) YEAR ABRASIVE WEAR WARRANTY FOR CENTURION AND KUZIN-IT TILE.

LIMITED THREE (3) YEAR WARRANTY FOR RESISTANCE TO GOLF SPIKES - FOR HERCULES & HERCULES-NOP VAN DIJK CARPET WARRANTS THAT FOR THREE (3) YEARS THE FACE FIBER WILL NOT WEAR THROUGH TO THE POINT WHERE THE BACKING IS EXPOSED WHEN SUBJECT TO NORMAL GOLF SPIKE TRAFFIC.

NEEDLEPUNCH PRODUCT WARRANTY EXCEPTIONS:

TILES ARE NOT RECOMMENDED FOR OUTDOOR UNCOVERED INSTALLATIONS THEREFORE THE FADE WARRANTY DOES NOT APPLY TO THEM.

**VIFORD & PARIS – COVERED BY RESIDENTIAL WARRANTY SECTION**

EXCLUSION OF WARRANTY - NO WARRANTY IS EXTENDED FOR THE USE OF THE PRODUCTS ON STAIRS; IN PIVOT POINTS OR AREAS, IN ATHLETIC PLAYING AREAS, FOR REINSTALLED PRODUCT, OR FOR ANY PRODUCT THAT IS NOT PROPERLY GLUED DOWN. WARRANTY DOES NOT APPLY UNLESS THE PRODUCTS HAVE BEEN MAINTAINED PROPERLY (CONTACT MILL FOR DETAILS). WET OR DAMP PRODUCT SHOULD NOT BE VACUUMED, SPOTS OR SPILLS SHOULD BE CLEANED WITHIN SIX HOURS, AND PRODUCTS SHOULD BE CLEANED BY SHAMPOOING METHODS, HOUSEHOLD DETERGENT AND WATER, OR STEAM CLEANING METHODS. THE WARRANTY DOES NOT APPLY IF THESE MAINTENANCE GUIDELINES ARE NOT FOLLOWED. LABOR COST OF REMOVING AND/OR REINSTALLING REPLACEMENT MATERIALS IS NOT COVERED BY THE WARRANTY AND THE PURCHASER IS FULLY RESPONSIBLE THEREFORE.

THE WARRANTY DOES NOT COVER COMMERCIAL SHADE VARIATIONS OR PRODUCT WITH VISUAL DEFECTS AFTER SUCH PRODUCT HAS BEEN INSTALLED, ALTERED, CUT, DAMAGED, SOILED OR OTHERWISE HAS BECOME UNSALEABLE. THE WARRANTY DOES NOT APPLY TO SAMPLES, MILLS ENDS, CLOSE-OUTS, IMPERFECTS, REMNANTS, OR ANY OTHER PRODUCTS SOLD "AS IS".

EXCEPT AS NOTED HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES BY VAN DIJK CARPET, EITHER EXPRESSED OR IMPLIED, OR ANY AFFIRMATION OF FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION CONTAINED HEREIN.

REMEDY - IN THE EVENT OF A WARRANTY CLAIM ESTABLISHED TO VAN DIJK CARPET'S SATISFACTION, VAN DIJK CARPET AGREES AT ITS OPTION TO REPAIR, TO REPLACE THE PRODUCT OUT OF CURRENT LINES AT THE TIME OF REPLACEMENT OR TO REFUND (OR PARTIALLY REFUND) THE INVOICE-PRICE. VAN DIJK CARPET WILL ASSUME THE COST OF REPLACEMENT PRODUCT ON A DEPRECIATING BASIS BASED ON THE REPLACEMENT COST OF THE PRODUCT:

IN CASE OF A TWO YEAR WARRANTY: FIRST YEAR 100%, SECOND YEAR 50%.

IN CASE OF A THREE YEAR WARRANTY: FIRST YEAR 100%, SECOND YEAR 66% AND THIRD YEAR 33 %.

IN CASE OF A FIVE YEAR WARRANTY: FIRST YEAR 100%, SECOND YEAR 80%, THIRD YEAR 60%, FOURTH YEAR 40% AND FIFTH YEAR 20%.

IN CASE OF A TEN YEAR WARRANTY: FIRST YEAR 100%, DEPRECIATES 10% THEREAFTER FOR EACH YEAR OF USE.

**REPAIR, REPLACEMENT OR REFUND CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE IN THE EVENT OF BREACH OF ANY WARRANTY BY VAN DIJK CARPET, EXPRESS OR IMPLIED, OR ANY AGREEMENT RELATING TO SALE OF PRODUCTS.**

LIMITATION OR REMEDY - IN NO EVENT SHALL VAN DIJK CARPET BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INSTALLATION OR LABOR CHARGES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) IN CONNECTION WITH THE PURCHASE, USE OR INSTALLATION OF THE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF VAN DIJK CARPET OR OTHERWISE.

WARRANTY PROCEDURE - ALL WARRANTY PERIODS COMMENCE ON VAN DIJK CARPET, INC'S INVOICE DATE TO ITS CUSTOMER. TO PROCESS ANY CLAIM UNDER WARRANTY, SUBMIT A 12-INCH BY 12-INCH SAMPLE OF THE FAILED PRODUCT FOR LABORATORY EVALUATION, TOGETHER WITH A COPY OF THE ORIGINAL INVOICE. NO WARRANTY CLAIM WILL BE CONSIDERED UNLESS THE CLAIM IS MADE AFORESAID WITHIN THIRTY DAYS AFTER THE DEFECT(S) IS OR SHOULD HAVE BEEN DISCOVERED AND WITHIN THE APPLICABLE WARRANTY PERIOD.

LIMITED FIVE (5) YEAR WARRANTY FOR WOVEN VINYL PRODUCTS. CALL MILL FOR FULL WARRANTY DETAILS.

LIMITED FIVE (5) YEAR WARRANTY FOR PROTECT SUPER. CALL MILL FOR FULL WARRANTY DETAILS.

ONE-YEAR LIMITED WARRANTY FOR RESIDENTIAL PRODUCTS

GENERAL WARRANTY - VAN DIJK CARPET WARRANTS THESE PRODUCTS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF SHIPMENT. HOWEVER, THE WARRANTY DOES NOT COVER COMMERCIAL SHADE VARIATIONS OR PRODUCT WITH VISUAL DEFECTS AFTER SUCH PRODUCT HAS BEEN INSTALLED, ALTERED, CUT, DAMAGED, SOILED OR OTHERWISE HAVE BECOME UNSALEABLE. THESE PRODUCTS ARE ONLY SUITABLE FOR RESIDENTIAL AND LIGHT COMMERCIAL APPLICATIONS, AND THEREFORE NO WARRANTY IS EXTENDED FOR THE USE OF THE PRODUCTS ON STAIRS, IN PIVOT POINTS OR AREAS IN ATHLETIC PLAYING AREAS, FOR REINSTALLED PRODUCT, OR FOR ANY PRODUCT THAT IS NOT PROPERLY GLUED DOWN. NOTE THAT YARN STRIATIONS AND WEAVE-IRREGULARITIES ARE COMMON IN NATURAL FIBERS AND ARE NOT CONSIDERED A DEFECT.

ALL SPILLS SHOULD RECEIVE IMMEDIATE ATTENTION IN ORDER TO PREVENT A "SET STAIN." IF IN DOUBT AS TO THE TYPE OF CLEANING AGENT TO USE, CONTACT A PROFESSIONAL CLEANER. TEST YOUR CLEANING AGENT ON A SMALL INCONSPICUOUS AREA OF THE CARPET FOR COLOR FASTNESS. ALWAYS WORK YOUR WAY FROM THE EDGE OF THE STAIN TOWARDS THE CENTER AS TO NOT SPREAD THE STAIN. BE SURE TO BLOT THE MOIST AREA. DO NOT SCRUB THE PILE SURFACE WHEN DOING AN OVERALL CLEANING. THE AMOUNT OF THE MECHANICAL AGITATION MUST BE TAKEN INTO CONSIDERATION. THEREFORE WE STRONGLY RECOMMEND THE USE OF "SUCTION ONLY" VACUUMING. BRUSHES AND/OR BEATER-BARS MAY CREATE EXCESSIVE FUZZING, PILLING, AND DISTORT OR DAMAGE THE SURFACE PILE.

EXCEPT AS NOTES HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES BY VAN DIJK, EITHER EXPRESSED OR IMPLIED, OR ANY AFFIRMATION OF FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION CONTAINED HEREIN.

REMEDY - IN THE EVENT OF A WARRANTY CLAIM ESTABLISHED TO VAN DIJK CARPET'S SATISFACTION, VAN DIJK CARPET AGREES AT ITS OPTION TO REPAIR, TO REPLACE THE PRODUCT OUT OF CURRENT LINES AT THE TIME OF REPLACEMENT OR TO REFUND (OR PARTIALLY REFUND) THE INVOICE-PRICE. VAN DIJK CARPET WILL ASSUME THE COST OF REPLACEMENT PRODUCT ON A DEPRECIATING BASIS BASED ON THE REPLACEMENT COST OF THE PRODUCT. REPAIR, REPLACEMENT OR REFUND CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE IN THE EVENT OF BREACH OF ANY WARRANTY BY VAN DIJK CARPET, EXPRESS OR IMPLIED, OR ANY AGREEMENT RELATING TO SALE OF PRODUCTS.

LIMITATION OR REMEDY - IN NO EVENT SHALL VAN DIJK CARPET BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INSTALLATION OR LABOR CHARGES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) IN CONNECTION WITH THE PURCHASE, USE OR INSTALLATION OF THE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF VAN DIJK CARPET OR OTHERWISE.

WARRANTY PROCEDURE - ALL WARRANTY PERIODS COMMENCE ON VAN DIJK CARPET, INC.'S INVOICE DATE TO ITS CUSTOMER. TO PROCESS ANY CLAIM UNDER WARRANTY, SUBMIT A 12-INCH BY 12-INCH SAMPLE OF THE FAILED PRODUCT FOR LABORATORY EVALUATION, TOGETHER WITH A COPY OF THE ORIGINAL INVOICE. NO WARRANTY CLAIM WILL BE CONSIDERED UNLESS THE CLAIM IS MADE AFORESAID WITHIN THIRTY DAYS AFTER THE DEFECT(S) IS OR SHOULD HAVE BEEN DISCOVERED AND WITHIN THE APPLICABLE WARRANTY PERIOD.