

## Limited Warranties

These limited warranties are subject to the Warranty Terms and Conditions provided at the end of this document. These limited warranties are in lieu of all other express warranties. No warranties provided in this document apply to carpets installed in or used in commercial settings.

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## Residential Area Rug

### MANUFACTURING WARRANTY

We warrant that your new rug shall be free from defects in workmanship or material for a period of 2 years from the date of applicable invoice of the carpet. Implied warranties are limited to the same duration. Some states do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you.

### ABRASIVE WEAR

We warrant that the rug will lose no more than ten percent (10%) of its face fiber by weight for a period of 2 years. If the area rug is installed on stairs, this warranty is not applicable.

### ANTISTATIC

We warrant that the carpet will not generate static greater than 5.0 kilovolts as measured by the AATCC Test 134 for a period of 5 years.

### STAIN RESISTANCE

We warrant that our carpet will resist penetrating stains from food and beverage or pet urine stains that occur during normal, indoor household use for a period of 5 years.

### SOIL RESISTANCE

We warrant that our carpet will resist soiling due to deposits of dry soil as a result of foot traffic from normal, indoor household use for a period of 5 years.

## Warranty Terms and Conditions

Covered Parties: These limited warranties cover the initial purchaser ("you") and are not transferable. For the limited warranties for residential area rug to apply, you must be a resident of the U.S.A., a "consumer" as defined in 15 USC§ 2301 and be the owner-occupier of the residence in which the area rug is used.

### DURATION OF COVERAGE

The duration of coverage is set forth in each of the different warranties provided above and only applies to carpet purchased on or after September 1, 2021. For carpet purchased prior to September 1, 2021, the warranties then in effect apply. The period of coverage is measured from the date of purchase. We require the original sales receipt or other documentation, as determined by us, as proof of warranty coverage and the date of purchase. If we replace your area rug under any of these limited warranties, the remaining portion of the warranty period will be based on your original purchase date.

### EXCLUSIVE REMEDY

Your sole and exclusive remedy under these limited warranties for any and all losses or damages resulting from defective area rug shall be the repair or replacement of the area rug, as determined by us in its sole discretion, or, to the extent permitted by law. We may elect to refund the purchase price of any defective

product. The selected remedy shall reflect the previous usage of the area rug. If replacement is chosen by us as the appropriate remedy, we will not be responsible for additional expenses including but not limited to: (i) labor, (ii) the removal of furniture and the like which are located on, above, or around the rug, or (iii) shipping or handling. These additional expenses shall be borne by you. If the rug you originally purchased is not available, a replacement will be made with a current, comparable rug.

#### **EXCLUSIONS**

The warranties do not cover any rug that is (i) not used in an indoor environment; or (ii) not properly maintained (including routine professional cleaning as set forth further below) in accordance with current, published Endurastran© specifications and meeting The Carpet and Rug Institute's effective deep-extraction method of cleaning . These warranties shall not apply to any rug which has been placed in storage for extended periods, exposed to temperature extremes, or bent or deformed. Additionally, these warranties do not cover damage arising from any use that is different from the normal, intended use of the rug, including, but not limited to, (i) damage caused by chlorinated or any other solvent-based cleaning agents;(ii) damage caused by exposure to substances or contaminants which degrade or destroy color in rug; (iii) damage caused by use of inappropriate maintenance methods, (iv) damage caused by, sharp objects and the like; (v) damage or staining caused by human or non-urine pet stains, (vi) damage or color change caused by grease, mud, asphalt, tar, paints, ink, rust, blood, cement, urine, feces, vomit, burns, pets, tears, cuts, pulls, shading or pile reversal fading, depressions from furniture or athletic equipment, (vii) damage arising from the condition of the floor, floor covering or sub-floor (i.e. undue moisture), or (viii) damage from casualty events, including but not limited to smoke, fire, storm, flood, or other natural disasters or acts of God. We are not responsible for any change or modification to the rug which might occur after it leaves our premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the rug.

*To qualify for coverage under this limited warranty, you must have had hot water extraction performed by a trained, qualified carpet care professional, at least every 18 months since the date of purchase of your rug. (You must provide your receipts for proof of service.)*

#### **COOPERATION**

Any claims under the warranties may require the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of area rug from the area that is believed to be defective. Additionally, you must provide us all reasonably requested assistance and cooperation in evaluating your claim.

**LIMITATION** SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR (I) ANY LOST OR PROSPECTIVE PROFITS, (11) LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO CLEAN COVERED STAINS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR (111) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE RUG OR RESULTING FROM THE BREACH OF THESE LIMITED WARRANTIES OR ANY IMPLIED WARRANTIES. OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE LIMITED WARRANTIES SHALL BE THE AMOUNT YOU PAID FOR THE RUG. SOME STATES DO NOT ALLOW THE EXCLUSION OR INSTALLATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **FILING CLAIMS**

If you believe that your rug is covered by one or more of the limited warranties and wish to make a claim, please follow the steps below. You must provide proof of your purchase and installation by submission of the original sales receipt or other documentation acceptable to us. You will not be reimbursed for any professional cleaning as part of any claim under these limited warranties. You may be required to submit a photograph of the rug or the rug itself for evaluation by us at your cost. After we have confirmed that the rug is covered under these limited warranties, we will repair or replace the rug (or refund the purchase price) and pay for return shipping to you.

**OBLIGATIONS OF PURCHASER-OWNER:**

1. Purchaser/ Owner must submit notice of all claims under this warranty within a reasonable period of time after the discovery of the alleged defect giving rise to the claim and within the warranty period.
2. Claims must be submitted in writing to [orders@americandakota.com](mailto:orders@americandakota.com).

**STATE LAWS**

These limited warranties give you specific legal rights, and you may also have other rights which vary from state to state.