

Godfrey Hirst Limited Wear Warranty

This warranty may not apply to all Godfrey Hirst carpets. You can establish the specific warranties applicable to a particular carpet style, by checking the labels on the back of the carpet samples, or by asking the Godfrey Hirst carpet dealer at the time of purchase. All warranty information in this brochure is effective May 2010.

Subject to the Warranty Exclusions and other terms and conditions set out below, Godfrey Hirst warrants that the surface pile of your Godfrey Hirst carpet, given normal domestic wear, will not abrasively wear more than 10% within the number of years set out in the Godfrey Hirst Limited Wear Warranty label affixed to the sample following original installation (the % wear being based on weight of pile fiber loss as determined by Godfrey Hirst after it has inspected and tested the carpet).

Abrasive wear means fiber loss from the carpet through normal abrasion, not from crushing or flattening of the carpet pile in any area, or from staining, soiling, fading, or other changes in carpet appearance. Matting (being the loss of twist from the tips of pile and entanglement of the fibers), crushing (being the non-restorable loss of pile thickness due to foot traffic or pressure of furniture) or any other change in appearance retention do not constitute abrasive wear and are excluded from this warranty.

Also specifically excluded from this warranty, in addition to exclusions set out below is damage caused by tears, pulls, piling, burns, improper installation, inadequate cushion, improper cleaning, furniture, wheels or athletic equipment.

Godfrey Hirst General Warranty Terms and Conditions

Godfrey Hirst warranties:

- Are extended to the original purchaser of the carpet and are not transferable
- Are solely for the domestic indoor use of the carpet in an owner-occupied single-family private residence
- Apply only in the United States and Canada
- Only apply to first quality carpets and are not applicable to carpets sold as seconds, irregulars, shorts/mill end or used
- Only cover the surface pile and not the carpet backing

Carpets must be properly installed over pad in accordance with the installation recommendations set out in this brochure under "Carpet Installation". Carpet also requires routine maintenance, and should be properly maintained in accordance with the recommendations described in this brochure under "Caring for your Carpet", including hot water extraction cleaning performed by trained, qualified carpet care professional at least every 24 months. **FAILURE TO APPROPRIATELY INSTALL THE CARPET AND TO PROVIDE SUCH CARE COULD VOID ALL OR PART OF THE WARRANTY COVERAGE.**

ONCE INSTALLED, THE PRODUCT IS DEEMED ACCEPTED BY THE BUYER, AND NO WARRANTY SHALL APPLY FOR COLOR, CHARACTERISTICS, CUT, FIT OR APPEARANCE RELATED CLAIMS.

Unless the warranty for your Godfrey Hirst carpet specifically and expressly covers any item listed below. **THE WARRANTY DOES NOT COVER:**

- Any non-residential or commercial applications of the carpet or renting or leasing of the premises in which the carpet has been installed
- Any carpet installed on stairs, outdoors or in utility areas such as bathrooms, kitchens or in any areas subject to other than ordinary shoe traffic
- Any defects due to improper installation (eg. wrinkling, buckling, tuft losses, seam peaking) or due to failure of pad or failure to use an appropriate pad or cushion
- Damage to the carpet caused by improper maintenance, application of improper cleaning agents, methods or mishaps or inadequate care
- Abuse by any athletic equipment such as roller skates, golf shoes or gym equipment etc
- Damage or appearance problems caused by wrapping carpet around nosing of stairs

- Damage resulting from accidents or abuse (including without limitation any use considered unreasonable given the normal and expected use of carpet in a residence) or abnormal wear (including without limitation staining, soiling, burning, flooding, cutting, pet damage, smoke etc) or from wetting or persistence of excessive moisture or exposure to very hot substances
- Changes in carpet color, yellowing or fading or other discoloration resulting from external causes, including without limitation fading due to sunlight, ozone, emissions from heating fuels, pesticides, cleaning agents, spills of household chemicals, or other non-food or non-beverage substances, over application of stain resistant treatments, changes in alkalinity, cleaning solutions, general soiling, fume fading or other atmospheric or chemical influences
- Changes in carpet texture in heavy traffic areas which constitute normal wear and tear
- Any carpet which has been treated after installation with any protective material or defects or damage due to application of any topical treatments (including without limitation fungicides, bactericides, biocides, anti-statics, stain resists, some cleaning agents etc)
- Normal or minor differences between the colour and texture of samples and the actual carpet
- Problems caused by the wetting, flooding or the persistence of excessive moisture
- Odors
- The appearance of footprints and vacuum cleaner marks

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF GODFREY HIRST SHALL BE LIMITED TO THE ACTUAL COST OF REPAIR OR REPLACEMENT OF THE AFFECTED AREA OF THE CARPET EXTENDING TO THE NEAREST WALL, DOORWAY OR ENTRANCE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE AND WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES UNDER THESE WARRANTIES OR OTHERWISE. By this we mean any loss, expense, or damage other than to the carpet itself that may result from a defect in the carpet, including, without limitation, mileage, lost wages, movement of furniture, delivery delays, extra handling and labor involved in bordering or sculpturing.

Implied Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXTEND BEYOND THE TERMS OF THE WRITTEN GODFREY HIRST WARRANTIES SET OUT IN THIS BROCHURE AND ARE EXPRESSLY DISCLAIMED. Implied warranties are warranties the law presumes to have been given by the seller even though they are not set out in writing.

PLEASE NOTE some states do not allow the exclusion or limitation of incidental, indirect, special or consequential damages, or how long an implied warranty lasts, so this limitation or exclusion may not apply to you.

YOU HAVE LEGAL RIGHTS UNDER THIS WARRANTY. These warranties give you specific legal rights, and you may also have other rights which vary from state to state. Except for these rights, the remedies provided under the warranties state the limit of Godfrey Hirst's responsibilities.

What will Godfrey Hirst do if carpet fails to perform?

Provided you have complied with the Homeowner Obligations included in this brochure, if any part of your carpet fails to perform in accordance with the warranty applicable to the carpet, Godfrey Hirst will repair or replace (at the discretion and as the entire liability of Godfrey Hirst and the exclusive remedy of any party) affected areas (ie the worn and adjacent areas extending to the nearest wall, doorway or entrance) of the carpet. Godfrey Hirst reserves the right to correct any defect prior to the carpet being removed, replaced or any settlement being offered.

Upon Godfrey Hirst's determination of a valid claim and that the carpet cannot be restored by repair, Godfrey Hirst will offer an allowance or arrange a credit to your retailer equal to the cost of the carpet material only, in the affected area. **THERE WILL BE NO CASH PAYMENT.** The credit will apply only to a new carpet of the same or comparable quality carpet manufactured by Godfrey Hirst, depreciated as set out below:

| 5 Year Warranty | Replacement | 7 Year Warranty | Replacement |
|------------------------|--------------------|------------------------|--------------------|
| First 2 years | 100% | First 3 years | 100% |
| 3 rd Year | 70% | 4 th Year | 70% |
| 4 th Year | 40% | 5 th Year | 40% |
| 5 th Year | 20% | 6 th Year | 20% |
| | | 7 th Year | 10% |

| 10 Year Warranty | Replacement | 15 Year Warranty | Replacement |
|-------------------------|--------------------|-------------------------|--------------------|
| First 3 years | 100% | First 3 years | 100% |
| Years 4-5 | 70% | Years 4-6 | 70% |
| Years 6-7 | 40% | Years 7-9 | 40% |
| Years 8-9 | 20% | Years 10-12 | 20% |
| Year 10 | 10% | Year 13-15 | 10% |

Homeowner Obligations

In order to maintain and protect your coverage under the terms of this warranty, you must:

1. Make sure you know which warranties apply to your particular carpet (the warranties are stated on the backs of samples in the store at the time of purchase and it is your responsibility to know which warranties apply to your carpet);
2. Keep proof of purchase in the form of a bill, invoice or statement from your Godfrey Hirst dealer, showing the price you paid for the carpet, together with proof of installation date
3. Have your carpet installed in accordance with the guidelines outline in the Carpet & Rug Institute Installation Standard CRI-105 and otherwise in accordance with the guidelines set out in this booklet
4. Validate your warranty by submission of the completed warranty form within 30 days of installation of your Godfrey Hirst carpet
5. Maintain your carpet with regular vacuuming and cleaning and otherwise in accordance with the guidelines set out in this booklet; and
6. Be able to demonstrate hot water extraction cleaning by an IICRC certified firm at least every 2 years in the form of a bill, invoice or statement including a description of the cleaning service provided

It is also recommended that you retain a 2' by 3' carpet remnant from your installation for your warranty or in case you ever need to make a repair.

Making a Claim

Should you believe your carpet is failing to perform in accordance with these warranties, you must notify your Godfrey Hirst dealer who sold you the carpet in writing. Be sure to describe the specific problem as fully as possible, and to include a copy of your invoice. The retailer will take appropriate action, including the notification of Godfrey Hirst if necessary.

If you are unable to contact your retailer for some reason, or if you do not get a satisfactory reply from them, please contact us directly as set out on the back of the booklet.

How to Contact Us:

For any information about your Godfrey Hirst carpet or any assistance in respect to carpet care or warranty service please contact the Godfrey Hirst Customer Service Centre:

Freecall: 1-800-480-7134

Or write to: Godfrey Hirst Customer Service
7629 Adairsville Hwy
Adairsville GA 30103

Or email: northamerica.customerservice@godfreyhirst.com