

MANNINGTON COMMERCIAL

10 YEAR LIMITED LIFETIME WARRANTY ULTRA ADHESIVE

Mannington Commercial, a business unit of Mannington Mills, Inc. "Mannington" warrants the purchaser of its ULTRA adhesive subject to the exclusions, conditions and limitations described below:

FEATURES WARRANTED

Mannington warrants the adhesive against manufacturing defects as follows:

BOND Mannington hereby warrants the bond created by ULTRA adhesive to be free of defect in material for 10 years from the initial installation date.

EXCLUSIONS

This warranty is only available if the Mannington Commercial backing Infinity Modular and Infinity Six Foot have been properly installed with Mannington INFINITY adhesive and subject to normal indoor use. Further, this warranty applies only to manufacturing defects, and does not cover (i) incorrect trowel size resulting in insufficient amount of adhesive used, (ii) dusty or unclean substrates, (iii) deterioration of adhesive caused by moisture or alkali, (iv) its suitability for a particular job, (v) improper carpet cleaning methods after installation or installation of another carpet manufacturer's product. FAILURE TO ADHERE TO THE CONDITIONS SET FORTH ABOVE WILL RENDER THIS LIMITED WARRANTY NULL AND VOID.

CONDITIONS

This warranty shall not be effective, unless the following conditions are satisfied:

- 1) The bond created by ULTRA adhesive is warranted to be free of defect in material and workmanship for 10 years from the initial installation date, provided:
- 2) The substrate is suitably prepared according to Mannington's Installation Guidelines.
- 3) ULTRA adhesive is properly applied according to Mannington's Installation Guidelines.
- 4) Mannington's specified carpet cleaning directions are followed.
- 5) The bond created by ULTRA will not be affected by vapor emissions of up to 5 pounds per ASTM F 1869 and/or 80% RH per ASTM F 2170 and Ph of 9 or less.

LIMITATIONS

This Warranty covers the original purchaser of the Mannington adhesive at its original installation site(s). This warranty is not transferable. This warranty shall only be effective provided that the carpet originally was installed and subsequently has been maintained in strict compliance with the procedures recommended by Mannington Commercial carpet.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO EXPRESS WARRANTIES MADE BY MANNINGTON ON THIS ADHESIVE. THIS WARRANTY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you), AND THERE ARE NO IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DURATION OF THIS WARRANTY. EXCEPT FOR THE SPECIFIC REMEDIES SET FORTH HEREIN, MANNINGTON SHALL HAVE NO LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS PROFITS), RESULTING FROM THE INSTALLATION, USE, PERFORMANCE, MAINTENANCE, REPAIR OR REPLACEMENT OF THIS MANNINGTON ADHESIVE (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you).

This warranty gives you the specific legal rights, and you may also have other rights, which vary, by state. The terms of, and remedies available under, this warranty can only be modified or extended if expressly authorized, in writing, by an authorized representative of Mannington. If you have any questions about this warranty, please contact your representative or call us at 1-800-241-2262.

MAKING CLAIMS

If the Mannington adhesive fails to perform as stated in this warranty, send written notice to Mannington Commercial at the following address, and to your Mannington dealer or representative:

Mannington Commercial
P.O. Box 12281
Calhoun, Georgia 30703

REMEDIES

Mannington, at its option, may designate a representative to inspect the adhesive and/or have the adhesive tested by an independent testing firm. If the inspection or independent testing reveal that the adhesive has not performed as warranted above, then Mannington will, at its option, (i) repair the affected carpet to conform to this warranty, (ii) install new carpet of comparable quality from our current running line to replace the affected carpet, or (iii) if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the yardage contained in the affected area. "Replacement cost" means the cost of (i) replacement Mannington carpet of comparable quality in a yardage sufficient to cover the affected area, (ii) freight to the installation site, (iii) materials necessary for installation, and (iv) installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner.