

Mannington Commercial, a business unit of Mannington Mills, Inc. "Mannington" provides this limited warranty ("Warranty") to the original purchaser of its FreLock Tabs subject to the exclusions, conditions and limitations described below:

## **FEATURES WARRANTED**

Mannington warrants FreLock Tabs against manufacturing defects as follows:

### **BOND**

Mannington hereby warrants the bond created by FreLock Tabs to be free of defect in material for 3 years from the initial purchase date.

#### **EXCLUSIONS**

This Warranty is only available if the Mannington modular carpet Infinity or Infinity RE backings have been properly installed with Mannington FreLock Tabs and subject to normal indoor use. Further, this Warranty applies only to manufacturing defects, and does not cover (i) dusty or unclean substrates, (ii) deterioration or bond failure of FreLock Tabs caused by excessive moisture or alkali, (iii) its suitability for a particular job, (iv) improper carpet cleaning methods after installation or installation of another carpet manufacturer's product, (v) improper moisture emissions testing resulting in incorrect emissions rates. 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 substrate is suitably prepared according to Mannington's Installation Guidelines.
- 2) FreLock Tabs are properly applied according to Mannington's Installation Guidelines.
- 3) Moisture test must be performed to detect the presence of moisture. Acceptable results require that moisture content does not exceed 5lbs. per 1,000 square feet per 24 hours per Calcium Chloride (ASTM F 1869). Relative Humidity per (ASTM-F-2170) test method. Acceptable moisture levels are 85% maximum relative humidity.
- 4) FreLock Tabs should not be used on concretes slabs that do not have a vapor retardant membrane properly placed above the sand layer and next to the concrete.
- 5) Alkalinity tests must also be performed. pH should register between 7 and 9.
- 6) All tests should be documented and results saved.
- 7) Mannington's specified carpet cleaning directions are followed.
- 8) FreLock Tabs are not for sites with heavy rolling traffic or for use on stairs, ramps or inclined surfaces.

# **LIMITATIONS**

This Warranty covers the original purchaser of the Mannington FreLock Tabs at its original installation site(s) and 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.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO EXPRESS WARRANTIES MADE BY MANNINGTON ON FRELOCK TABS. THIS WARRANTY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE DURATION OF THIS WARRANTY AND BEYOND (some states do not allow the exclusion or limitation of implied warranties, so this limitation or condition may not apply to you), 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 FRELOCK TABS.

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 FreLock Tabs fail to perform as stated in this Warranty, send written notice to Mannington 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 job site and/or have the job site tested by an independent testing firm. If the inspection or independent testing reveal that FreLock Tabs have not performed as warranted above, then Mannington will, at its option, replace the affected FreLock Tabs, or if replacement is not possible or commercially practicable, compensate the purchaser for the actual cost of FreLock Tabs in the affected area. "Actual cost" means the cost of FreLock Tabs paid by the purchaser. 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 purchaser.