

iLoc[®] ES Warranty

This limited warranty applies only to purchasers of Aqua Hospitality Carpet (Aqua) products for indoor commercial installations. This limited warranty is valid only if signed below by Aqua's authorized Representative, the Owner, and by the Flooring Contractor. Provided the carpet has been installed and maintained in the specified commercial location in strict accordance with Aqua's instructions, procedures and the Owner meets its obligation hereunder, including the use of the iLoc brand adhesive and seam sealer, Aqua (subject to the following limitations and remedies) warrants to the designated Owner the following:

I. Items Under Warranty

1. WEAR- Aqua warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for the lifetime* of the carpet. By abrasive wear it is meant fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor due to abnormal usage of the carpet.

2. STATIC PROTECTION- Aqua warrants the carpet will not give static discharges in excess on 3.5 KV for the lifetime* of the carpet when tested in accordance with the AATCC Test Method #134-1979.

3. EDGE RAVEL - Aqua warrants that the carpet will not edge ravel along seams for the lifetime* of the carpet. All carpet seams must be trimmed correctly and sealed with properly applied seam sealer. Use iLoc solvent or iLoc non-solvent seam sealer.

4. ZIPPERING – Aqua warrants that the designated carpet will not zipper or develop continuous pile runners for the lifetime* of the carpet. This portion of the warranty protects against zippering regardless of the average tuft bind properties, under dry or wet conditions as it might be during cleaning.

5. DELAMINATION – Aqua warrants that the carpet will not delaminate for the lifetime* of the carpet. Chair pads are not required, but are recommended for optimum textural performance.

*Lifetime defined as long as the carpet remains installed in the original location and is owned by the original purchaser.

II. Limitations - This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of a defect to the carpet. For example, the warranty does not cover tears, burns, cuts, installation on stairs or damage resulting from improper cleaning methods, or damage in transit.

2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.

3. Differential fading due to light exposure, shading, pile crush, dye lot differences, and soiling.

4. Any condition that would have had a visible defect upon inspection prior to installation.

5. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Obligations of Owner

1. The Owner must submit notice of all claims under this limited warranty to Aqua within the specified warranty period.

2. Claims must be submitted in writing and delivered to:

Aqua Commercial Carpet

Attention: Product Services Group

P.O. Box 1447

Chatsworth, Georgia 30705

3. All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishings, partitions, and the like that have been installed over carpet subsequent to the original carpet installation, at the owners expense.

IV. Warranty Remedies

1. After receipt of proper written notice of claim, Aqua will designate a representative to inspect that carpet with the Owners representative and Aqua will meet all warranty obligations.

2. Subject to any monetary adjustment as may be agreed to upon in writing by Aqua, and subject to the above warranty limitations and Owner obligation. Aqua shall repair or, in its sole discretion, replace any designated carpet sold by it containing a defect covered by the above iLoc Essential limited warranty, at no expense to the owner.

3. Any replacement will be made with a comparable product selected by Aqua from the then-current Aqua running line. However, Aqua's obligation shall not include the reimbursing of any indirect costs or consequential damages, however, incurred. By way of example, and not limitation, damages arising from interruption of use of the spaces affected, nor expenses in removing furniture from the affected area be included in our obligation.

4. The remedies provided in connection with the iLoc Standard warranty are expressly in lieu of any other remedies provided under any other expressed or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of Aqua.

V. Mediation/Arbitration

1. If a dispute arises out of or relates to this limited warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court have jurisdiction thereof.

2. Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

3. Arbitrators shall be appointed as provided by the American Arbitration Association Commercial Arbitration Rules.

4. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.

VI. Aqua hereby issues its iLoc ES warranty to the Owner named below. This limited warranty is only valid when this form is properly executed by the Flooring Contractor, the Owner and Aqua Commercial Carpet.

Owner Name: _____

Address: _____

Place of Installation

Name: _____

Address: _____

Style Name: _____

Style #: _____

Square Yards: _____

Aqua Invoice Numbers (Attach Invoice Copies)

Invoice # : _____ Date: _____

Invoice # : _____ Date: _____

Invoice # : _____ Date: _____

Invoice # : _____ Date: _____

Invoice # : _____ Date: _____

Invoice # : _____ Date: _____

Dealer Name: _____

Address: _____

Date Installation Completed: _____

The undersigned dealer hereby certifies that the above carpet was installed in strict accordance with Aqua's written installation instructions and procedures. In consideration of Aqua's extending the foregoing limited warranty knowing that Aqua and the Owner will rely hereupon, the undersigned hereby agrees to hold Aqua and the Owner, jointly and severally, harmless from any damage or liability, including reasonable legal fees, arising out of or in connection with the installation of the carpet in the event it was not completed in accordance with this certification.

Dealer

Authorized Signature: _____

Date: _____

Name and Title: _____

Owner

Authorized Signature: _____

Date: _____

Name and Title: _____

Aqua

Authorized Signature: _____

Date: _____

Name and Title: _____

Date Issued: _____

Warranty #: _____

Aqua Hospitality Carpet

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