

# Durkan 15-Year Backing Warranty

Durkan is proud to warrant one of the most extensive backing systems available in the carpet industry today. The complexity of today's carpet market dictates a high degree of specialization in carpet backing systems. To this end Durkan offers the following backing options:

1. **ACTIONBAC/PRINT** (SBR laminated ActionBac for Print only)
2. **ACTIONBAC/MERIT & DURKAN CYP** (SBR laminated ActionBac for Merit/Durkan CYP tufted patterns)
3. **ACTIONBAC MOISTURE BARRIER/PRINT** (SBR laminated ActionBac with moisture barrier coat for Print only)
4. **DURALON** (SBR Gel-foam attached cushion for Print only)
5. **DURALON MOISTURE BARRIER** (SBR Gel-foam attached cushion with moisture resistant precoat for Print only)
6. **DURATHANE I** (Polyurethane attached cushion for Print/Merit/Durkan CYP)
7. **DURATHANE II** (Polyurethane attached cushion with moisture barrier for Print/Merit/Durkan CYP)
8. **LIFELOC III** (Polyurethane laminated ActionBac with moisture barrier for Merit)
9. **UNITARY ACTIONBAC** (SBR premium laminated ActionBac for Merit)
10. **BIOFLEX** (Sustainable attributes Attached Cushion for Quickship Plus 36 oz. print)
11. **ENCYCLE MODULAR** (PVC free backing for tufted Merit Modular)
12. **ULTRASET MODULAR** (Hardback tile backing for tufted Merit Modular)

The warranties provided herein constitute the sole and entire agreement between us and supersede all prior agreements, understandings, and negotiations, both written and oral, with respect to the goods ordered and are subject to the limitations as provided herein. These limited warranties give you specific legal rights, and you may have other rights that vary from state to state. Durkan has attempted to provide these warranties to you in plain understandable language, and provided the terms and conditions of the warranties are met, we will assist you in maintaining your purchase of Durkan Carpet.



405 Virgil Drive  
Dalton, Georgia 30721  
800-241-4580  
[www.durkan.com](http://www.durkan.com)

A division of  The Mohawk Group

## I. Items Under Warranty:

1. **WEAR** – Durkan warrants all of its 100% nylon products against excessive wear for a period of fifteen (15) years from the date of initial installation. Wear is the abrasive loss of in excess of 20% of the face fiber of the carpet or the actual wearing away or abrading of the pattern. This warranty applies only to the original purchaser or initial end user, if different from the purchaser. All carpet can and will change in appearance in traffic and use areas. Choosing the correct carpet for the traffic load is important to minimize this normal condition, and a proper maintenance program is imperative. With the exception of stairways, which is excluded from this warranty, Durkan will repair or replace any portion of the carpet experiencing excessive wear. For carpet installed more than six months that requires replacement, there will be a usage charge of 10% per year prorated for partial years. This warranty is subject to additional exclusions, limitations, and conditions as provided below.
2. **STATIC** – Durkan warrants all carpet grades backed with any one of the aforementioned backing systems to dissipate static discharge in excess of 3.5 KV when tested under the AATCC Test Method #134-1979 for a period of fifteen (15) years from the initial installation of said carpeting. Durkan will repair or replace any portion of the carpet experiencing excessive static discharge. For carpet installed more than six months that requires replacement, there will be a usage charge of 10% per year prorated for partial years.
3. **CUSHION RESILIENCE** – Durkan warrants all carpet grades backed with any one of the aforementioned cushioned backing systems will maintain its useful cushioning characteristics and resilient properties without significant deterioration when tested in accordance with ASTM D-3574 using the 65% deflection method, for a period of fifteen (15) years from the original date of installation. Durkan will repair or replace any portion of the carpet experiencing loss of cushioning characteristics and resilient properties. For carpet installed more than six months that requires replacement, there will be a usage charge of 10% per year prorated for partial years.

## II. Limitations to Warranty:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of defect in the carpet. For example, the warranty does not cover tears, burns, pulls, cuts, installation on stairs or damage resulting from improper cleaning agents or methods, or damage in transit.
2. Abuse by any athletic equipment such as roller skates, ski boots or golf shoes.
3. Any condition that would have been visible upon inspection prior to installation.
4. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

### III. Exclusions To Warranties:

The limited warranties provided above do not apply to the following conditions, and the existence of any one or more of these conditions will void the warranties:

1. Stains, burns, tears, cuts, or improper use of abusive materials.
2. Pile crushing, shading, bearding/fuzzing, water marking/pooling.
3. Atmospheric/ozone fading of color or color change.
4. Improper cleaning, not cleaning frequently, or any cleaning techniques or systems that alter the carpet's appearance.
5. Any condition related to incorrect or inadequate maintenance after installation of carpet.
6. Outdoor application.
7. Any damage resulting from transit or prolonged storage after shipment is received. (Reimbursement for shipping damage should be filed with the freight carrier upon receipt of goods. The claim must be filed no later than five working days).
8. Carpet installed on stairs, any areas where roller skates, ski boots, golf shoes, chair casters, and abuse by any athletic equipment, etc., unless specifically warranted.
9. Any carpet sold as surplus inventory. These goods have specific reasons for being sold at a reduced price. Durkan states this at the time of purchase, and a disclaimer is signed recognizing that these goods are sold as is, and there is no recourse. No claim will be considered for these goods.
10. Damage resulting from excessively heavy equipment (stationary or mobile).
11. Damage caused by flooding or acts of God. 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 this warranty state the limit of Mohawk Carpet Corporation responsibilities.

### IV. Disclaimer of Consequential or Incidental Damages:

Durkan will not be responsible for or liable to you for direct, indirect, special, incidental, consequential, exemplary or punitive loss or damage or cost, including, but not limited to, the loss, damage, or cost arising out of or associated with (a) furniture, fixture, and equipment removal, replacement, moving, or lifting; (b) disassembly, reassembly, and moving of communications, power supply, or other electronic systems (including without limitation computer systems); (c) business interruption or loss of profits, business, revenue, goodwill, or anticipated savings; (d) or resulting from death or injury to any person, whether arising from Durkan breach of

contract, negligence, or howsoever. Durkan's sole obligation under any of the warranties provided herein is to repair or replace the carpet pursuant to the terms and conditions set forth above. All reasonable charges should be forwarded to the Claims department for consideration.

**V. Arbitration:**

Any controversy or claim arising out of or relating to this contract or the interpretation or breach thereof, including any modification or extension thereof, shall be settled by arbitration in Atlanta, Georgia by an independent arbitrator in accordance with the rules pertaining to the American Arbitration Association. Findings of the independent arbitrator shall be final and binding.

The fees and expense of such arbitration proceedings, including reasonable counsel fees, may be allocated between the parties or charged to any of the parties by the arbitrators as part of their award.

**VI. Claims Procedure:**

Please contact your Durkan representative to complete a claim form. The Claims department must receive the claim form and will contact you within 7 to 10 business days from the date of receipt of the form. If the problem cannot be resolved by telephone, we will send an independent inspector or Durkan representative.

Whenever possible, send a sample of the defect along with your complaint letter to:

Durkan  
405 Virgil Drive, P.O. Box 1006  
Dalton, Georgia 30721.  
Telephone 800.241.4580  
Fax 706.428.8283  
Technical Assistance 800.833.6954.

Durkan will not be responsible for any claim adjustment made by you, or any other person or entity without prior written authorization from Durkan's Claims department. No action can be taken on any complaint, allowance, and/or settlement without the express approval of the Claims department or an Officer of the Company.

Durkan reserves the right to inspect any and all complaints to evaluate whether a manufacturing defect exists. Before any claim is filed against the Durkan Patterned Carpet warranty, it must be determined that the end user has complied with all conditions and terms of the particular warranty.

An authorization form completed by Durkan's Claims department must accompany any returned carpet.

Authorized returned merchandise must be returned within 30 days from the authorization date at our warehouse facility located in Dalton, Georgia. All release forms must be signed and returned within 30 days from the date of the final claim letter.

