

Merit Tufted 5-Year Spikeproof Carpet Warranty

Durkan warrants the following carpets for a period of five (5) years against excessive wear from the date of installation. Wear is the abrasive loss, in excess of 20%, of the face fiber of the carpet. Abrasive wear is the loss of fiber through normal conditions (as determined by Durkan).

Arabesque	Soft golf spike traffic only
Biosphere.....	Soft golf spike traffic only
Circumscribe.....	Soft golf spike traffic only
Elliptical	Soft golf spike traffic only
Primal.....	Soft golf spike traffic only
Rally	Soft golf spike traffic only
Underscore	Soft golf spike traffic only
DesignScapes (Tile)	Soft golf spike traffic only
Inclined (Tile).....	Soft golf spike traffic only
Ornate (Tile)	Soft golf spike traffic only
Abacus (Tile)	Soft golf spike traffic only
Undercurrent (Tile).....	Soft golf spike traffic only
Riveted (Tile)	Soft golf spike traffic only

During this five-year period Durkan will repair or replace any portion of the carpet exhibiting excessive wear with equivalent carpeting or refund the purchase price for the damaged area. Durkan's liability will be limited to the actual replacement cost. This warranty is for indoor carpet use only and must be properly installed by direct glue-down installation method and maintained thereafter in accordance with Durkan's approved procedures and/or methods.

Warranty Exclusions: This warranty does not apply if one or more of the following conditions exist.

1. Stains, burns, tears, cuts, pulls, or improper use of abusive materials.
2. Pile crushing/matting, shading, bearding/fuzzing, and water marking/pooling.
3. Improper cleaning agents or methods.
4. Carpet installed on stairs or ramps.

Durkan provides this warranty to its customers. The warranty provided herein constitutes the sole and entire agreement between Durkan and supersedes all prior agreements, understandings, and/or negotiations, both written and oral, with respect to the goods ordered. Durkan's sole obligation under the warranty provided herein is to repair or replace the carpet pursuant to the terms set forth above. Durkan will not be responsible or liable for direct, indirect, special, incidental, consequential, exemplary or punitive loss or damage or cost, relating to replacement or refund. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.