

Durkan 15-Year Non-Prorated and 2-Year Manufacturing Defect Warranty

This limited warranty applies only to purchasers of Durkan Carpet, which includes Print, CYP and Merit, for indoor commercial installations. This limited warranty applies only to those products specifically designated by Durkan in writing. Provided the designated carpet has been properly installed and maintained in the specified commercial location in strict accordance with Durkan's instructions and procedures and Owner meets its obligations here under Durkan warrants to the designated Owner the following:

15-YEAR NON-PRORATED WEAR WARRANTY

Durkan warrants all of its 100% nylon products against excessive wear for a period of 15 years. By abrasive wear is meant fiber loss of more than 20% of surface pile weight from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet.

2-YEAR MANUFACTURING DEFECT WARRANTY

Durkan warrants against latent manufacturing defects in workmanship or material for a period of 2 years from the date of installation. This warranty does not include:

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. Improper installation where carpet is cut for access to floor outlets and around trench header ducts.



405 Virgil Drive
Dalton, Georgia 30721
800-241-4580
www.durkan.com

A division of  The Mohawk Group

3. Any areas where roller-skates, ski boots, golf shoes, chair casters, and abuse by any athletic equipment, etc., unless specifically warranted.
4. Differential fading from light exposure, atmospheric/ozone fading of color or color change. Shading, pile crush, bearding/fuzzing, water marking/pooling, dye lot differences and soiling.
5. Any condition that would have been visible upon inspection prior to installation.
6. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.
7. 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 on these goods.
8. Durkan recommends that chair pads be utilized under roller casters to preserve appearance, prevent wear, and delamination.

STATIC PROTECTION

Durkan warrants the carpet will not give static discharges in excess of 3.5 KV when tested under the AATCC Test Method # 134-1979 for 15 years.

CLAIMS PROCEDURE

Please contact your Durkan representative to complete a claim form. You may be required to provide a copy of the invoice. After receipt of the completed form the Claims Department will contact you. If the problem cannot be resolved by telephone, Durkan will send an independent inspector or Durkan representative.

Whenever possible send a sample of the defect along with your claim form. Durkan reserves the right to inspect any and all claims to evaluate whether a manufacturing defect exists. Before any claim is filed against the Durkan warranty, it must be determined that the end user has complied with all conditions and terms of the particular warranty. No action can be taken on any claim, allowance, and/or settlement without the express approval of the Claims department or an Officer of the Company.

Durkan is located at:
405 Virgil Drive; P.O. Box 1006; Dalton, GA 30721
Telephone 800/241-4580 Fax 706/428-8283
Technical Assistance 800/833-6954

To request a detailed Cleaning & Maintenance Brochure call or fax the numbers listed above.



MEDIATION / ARBITRATION

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 in Atlanta, Georgia, 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 Atlanta, Georgia, and in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.