



CARPET WARRANTY  
I N F O R M A T I O N



Whether you have kids, pets, or just want flooring you don't have to worry about FloorEver by Phenix means no worries, forever. Every FloorEver product is built to withstand the "uh-ohs" at your home 24/7, with lifetime warranties for stain and spill protection, texture retention and more. FloorEver even includes a 100-day replacement guarantee, ensuring your complete satisfaction with our product collection.

Giving you a lifetime of durability, beauty and cleanliness, FloorEver is a total flooring solution that's engineered for life.

<b>Stain</b>	<b>Soil</b>	<b>Abrasive Wear</b>	<b>Anti-Static</b>	<b>Texture Retention</b>	<b>Customer Satisfaction</b>	<b>Fade Resistance</b>	<b>Pet</b>	<b>Manufacturing Defects</b>
Lifetime	Lifetime	25 Year	Lifetime	25 Year	100 Days	Lifetime	Lifetime	Lifetime

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## Warranty Information

The following must be followed to maintain your Phenix Flooring FloorEver Warranty.

1. Your warranty information will be displayed on the back of your sample. Please note which warranties apply to the product you selected
2. It is recommended that your FloorEver carpets be installed by a certified carpet installer. The installer should followCRI residential carpet installation guidelines. Failure to install carpeting properly can cause the carpet to exhibit appearance issues and will enable the carpet from performing properly.
2. Please keep a record of all documentation that you received when purchasing your FloorEver carpeting. This would include your receipt or invoices, proof of service and labor contracts.
3. Please install your FloorEver carpeting using the recommended padding. Carpet padding will ensure the carpet is performing at its highest level and will enhance the carpets feel and comfort underfoot.

To maintain a valid warranty, your FloorEver carpets should be installed properly following CRI residential guidelines. Your FloorEver carpeting must be professionally cleaned every 12 to 18 months. Proper maintenance is a required for the warranty to remain active.

### CUSHION REQUIREMENTS:

All cushion/padding used when installing FloorEver flooring must meet FHA/HUD requirements. Phenix recommends a cushion with a minimum thickness of 3/8 inch and maximum of 1/2 inch. Phenix also recommends a minimum pad weight of 6 lbs., and a maximum weight of 8 lbs.

## Limited Lifetime | Stain Warranty

FloorEver Certified Flooring

Phenix warrants that the surface pile of your FloorEver carpet will resist staining due to most common household food and beverages for the specified warranty period. Prompt and proper cleaning is essential in reducing the level of staining in your carpet, once it is exposed to a staining agent. Carpets must be vacuumed and professional cleaned on a regular basis to reduce possibility of your FloorEver carpets from staining.

Phenix warrants that your FloorEver carpet will remain stain resistant to most household food and beverage substances from the date of the original installation in an owner-occupied residence in a proper indoor installation for as long as you own your carpet. This warranty coverage runs from the date your carpet is installed for as long as you own it.

### Exclusions

This Limited Lifetime Stain Warranty specifically excludes stains from substances such as bleaches, caustic chemicals, insecticides, paints, shoe polish, lipstick, plant food, iodine, very strong dyes, acids, feces, oil-based substances.

### Additional Exclusions

Please see the general terms, warranties and exclusion page of the brochure.

## **Limited Lifetime | Soil Warranty**

FloorEver Certified Flooring

Phenix warrants that the surface pile of your FloorEver carpet will resist soiling due to most common household soil for the specified warranty period. Proper cleaning is essential in reducing the level of soiling in your carpet. Carpets must be vacuumed and professionally cleaned on a regular basis to reduce soiling levels. All carpets respond to soiling differently. Lighter colored carpets may show soiling more than darker colored carpets. Lighter colored carpets may require cleaning more frequently than darker colored carpets.

Phenix warrants that your FloorEver carpets will resist soiling by most common household soil. If you properly maintain your carpet, soil will clean up more thoroughly, and less residue will remain on your carpet. This warranty coverage runs from the date your carpet is installed for as long as you own it.

Soil resistance means the ability of your carpet to resist (i.e. minimize or withstand) retention of the common dry dirt normally associated with carpet. Keep in mind, light-colored carpets will show soiling more than darker colors and will require more frequent maintenance to retain their appearance.

### **Additional Exclusions**

Please see the general terms, warranties and exclusion page of the brochure.

## **Limited 25 Year | Abrasive Wear Warranty**

FloorEver Certified Flooring

Regular vacuuming is required to keep your FloorEver carpet looking new and fresh. You should also have your FloorEver carpet professionally deep cleaned your carpet every 12 to 18 months. Please use a certified professional hot water extraction carpet cleaning provider for this routine maintenance. Please see our full Phenix Warranty for more information.

Phenix warrants that the surface pile of this FloorEver carpet will not sustain more than 10% abrasive wear for life of the carpet, from the original date of installation. "Abrasive wear" is defined as fiber-loss or the wearing down of the carpet fiber through normal residential use. Matting and crushing are not considered abrasive wear and are not covered by this warranty.

### **Exclusions**

This warranty does not cover damage caused by tears, pulls, pilling, burns, furniture, wheel traffic, medical equipment or athletic equipment.

### **Additional Exclusions**

Please see the general terms, warranties and exclusion page of the brochure

## **Limited Lifetime | Anti-Static Warranty**

FloorEver Certified Flooring

Regular vacuuming is required to keep your FloorEver carpet looking new and fresh. You should also have your FloorEver carpet professionally deep cleaned your carpet every 12 to 18 months. Please use a certified professional hot water extraction carpet cleaning provider for this routine maintenance. Please see our full Phenix Warranty for more information.

For the life of your FloorEver carpet, the carpet will not produce static exceeding 5.0 kilovolts (using AATCC) (2) Test Method 134). If Phenix discovers that your carpet does not meet this anti-static limited warranty, Phenix will repair or replace your FloorEver carpet.

## **Additional Exclusions**

Please see the general terms, warranties and exclusion page of the brochure.

## **Limited 25 Year | Texture Retention Warranty**

FloorEver Certified Flooring

Regular vacuuming is required to keep your FloorEver carpet looking new and fresh. You should also have your FloorEver carpet professionally deep cleaned your carpet every 12 to 18 months. Please use a certified professional hot water extraction carpet cleaning provider for this routine maintenance. Please see our full Phenix Warranty for more information.

Phenix warrants that the FloorEver carpet purchased, if installed over recommended carpet cushion and properly maintained, will not show abnormal changes in appearance from foot traffic and normal use as a result of yarn tufts losing twist within the specified warranty period.

Always refer to the carpet sample to determine the warranty coverage or ask your retailer for more information regarding the warranty on a specific product. It is the responsibility of the purchaser and the flooring subcontractor to determine the correct carpet and cushion for the desired application. There are limitations to this warranty, and they can be found under the "General Terms and Warranty Exclusions" section of this brochure

## **Limited 100 Day | Customer Satisfaction Guarantee**

FloorEver Certified Flooring

Satisfaction claims under this FloorEver guarantee will not be on goods that are damaged, sold as 2nd quality, used carpet, or the carpet has been reinstalled.

The 100 Day Satisfaction Guarantee is limited to one replacement. This is will be honored only on original purchases and to the original buyer.

Phenix offers this 100 Day Satisfaction Guarantee on FloorEver Certified styles only. This satisfaction guarantee is valid within the first 100 days of purchase. The replacement must be of an equal value Phenix product. You must choose a different Phenix style and color as the replacement. If a carpet of greater value is chosen, you will be responsible for paying the difference in the price. Phenix will not provide a refund if a carpet of lesser value is selected as the replacement. The consumer will be responsible for all labor and maintenance costs that are incurred due to replacing your carpet under the 100 Day Satisfaction Guarantee.

## **Limited Lifetime | Fade Resistance Warranty**

FloorEver Certified Flooring

Enjoy your FloorEver carpets in the natural light from your windows and doors, without the concern of fading. Phenix FloorEver carpets are protected against fading, so you can enjoy the natural beauty of your FloorEver carpet.

Phenix warrants that your FloorEver carpet will not exhibit permanent color change due to sunlight or natural lighting sources, exceeding one unit on the AATCC Gray Scale.

## Exclusions

The Fade Resistance Warranty excludes yellowing or oxidization of carpeting, pooling, watermarking, filtration or color change due to improper maintenance.

See “General Terms, Limitations and Warranty Exclusions” for a full list of exclusions.

## Limited Lifetime | Pet Urine Stain Warranty

FloorEver Certified Flooring

Phenix provides assurance that your pets can enjoy time with you and the family without fear of staining your FloorEver carpet. Your FloorEver carpet is protected with stain fighting properties that allow you time to clean any accidents that may be pet related.

Phenix pet urine stain warranty, ensures that the surface pile of your FloorEver carpet will resist stains from all domestic pets. This warranty covers staining from urine, feces and vomit for the life of the carpet from the date of original installation. The staining may require several cleanings before it is totally removed. If for any reason permanent staining should occur that is pet related and is not removable through professional carpet-cleanings, Phenix will address these claims as outlined in our “General Terms, Limitations and Warranty Exclusions”.

### Additional Exclusions

Damages that occur due to non-domestic pets are not covered under this warranty. Damages that occur due to pets chewing, clawing or misusing the carpet, are not covered under this warranty.

Odors related to pet urine, feces and vomit are not covered under this warranty. Delamination that may occur due to pet urine is not covered under this warranty.

## Limited Lifetime | Manufacturing Defect Warranty

FloorEver Certified Flooring

Phenix provides peace of mind that your FloorEver carpet is manufactured at the highest quality. Phenix warrants your carpet for the life of the product from the date of original installation, to be free of manufacturing related defects.

Phenix warrants that your FloorEver carpet will be free from any defects related to manufacturing, for the life of the product.

Manufacturing defects refers to any defect in the material that occurred due to a manufacturing or workmanship error.

This warranty does not cover defects such as wrinkles, delamination or issues related to the wear of the carpet. Matting and traffic issues are not covered in the warranty. Indentions in the carpet due to furniture and/or other household items are not covered. All carpets must be installed correctly and properly maintained for warranty to be valid for specified period. Phenix will not provide credit for labor charges for appearance related defects that should have been noticed prior to installation.

See “General Terms, Limitations and Warranty Exclusions” for a full list of exclusions.

# GENERAL TERMS, LIMITATIONS AND WARRANTY

## PRORATION OF PHENIX WARRANTIES

The following is a prorated chart that applies to all Phenix warranties.

LIFETIME WARRANTY				20 YEAR WARRANTY			
1st Year	100%	11th Year	80%	1st Year	100%	11th Year	80%
2nd Year	100%	12th Year	70%	2nd Year	100%	12th Year	70%
3rd Year	100%	13th Year	60%	3rd Year	100%	13th Year	60%
4th Year	100%	14th Year	50%	4th Year	100%	14th Year	50%
5th Year	100%	15th Year	40%	5th Year	100%	15th Year	40%
6th Year	100%	16th Year	30%	6th Year	100%	16th Year	30%
7th Year	100%	17th Year	25%	7th Year	100%	17th Year	25%
8th Year	100%	18th Year	20%	8th Year	100%	18th Year	20%
9th Year	90%	19th Year	15%	9th Year	90%	19th Year	15%
10th Year	90%	20th+ Years	10%	10th Year	90%	20th+ Years	10%

  

15 YEAR WARRANTY				10 YEAR WARRANTY			
1st Year	100%	9th Year	90%	1st Year	100%	6th Year	90%
2nd Year	100%	10th Year	90%	2nd Year	100%	7th Year	80%
3rd Year	100%	11th Year	80%	3rd Year	100%	8th Year	70%
4th Year	100%	12th Year	60%	4th Year	100%	9th Year	60%
5th Year	100%	13th Year	40%	5th Year	100%	10th Year	50%
6th Year	100%	14th Year	20%				
7th Year	100%	15th Year	10%				
8th Year	100%						

  

5 YEAR WARRANTY			
1st Year	100%	4th Year	100%
2nd Year	100%	5th Year	100%
3rd Year	100%		



## EXCLUSIONS

All the Phenix warranties outlined in this brochure may not apply to all products manufactured by Phenix. The specific warranty coverage for your Phenix carpet is located on the back label of the carpet sample. Any questions related to the product and its warranties should be directed to the retailer.

Phenix warranties apply only to carpet installed in owner occupied, single family, residential housing. Carpets cannot be uninstalled and reinstalled as this will void the warranty.

Commercial installations will void all warranties. Phenix warranties cover first quality material only. Carpets sold as seconds, used, mill ends and, or irregulars are void of all warranty coverage. Warranties are extended only to the original purchaser and are not transferable unless otherwise stated.

Phenix warranties are valid only on stretch-in installation applications unless otherwise stated. All carpets must be installed using the CRI installation guidelines. Phenix does not warranty carpets used in a commercial setting, glue down or rug applications unless otherwise stated.

- Phenix warranties do not cover fuzzing and, or shedding, pooling, watermarking, crushing, matting, traffic patterns, footprints, vacuum marks, pet damage, acts of nature, certain stains, installer errors or general maintenance related issues.
- Phenix carpet is not considered narrow if it has a width of 11' 10".
- The BOW and SKEW tolerance on Phenix Carpet is 1 ½" in 12'.

Some products may carry additional warranties provided by the companies that manufacture certain soil and stain treatments, fibers and yarns. These warranties will take precedence over the warranties issued by Phenix. Always refer to the carpet sample to determine the warranty coverage or ask your retailer for more information regarding the warranty offered on a specific product. Abrasive wear means fiber loss from the carpet through abrasion resulting from normal foot traffic.

**Abrasive wear** is fiber pile loss of 10% or greater. The Abrasive Wear Limited Warranty is in effect only if the carpet has been installed in accordance with the cushion meeting standards detailed in this brochure and has been properly maintained according to the guidelines listed in the "Caring for Your Carpet" section of this brochure.

The **Fade Resistance Limited Warranty** will use the AATCC Gray Scale for standardized comparisons of color differences (American Association of Textile Chemist and Colorists) to measure the level of any color change.

The **Stain Resistance Limited Warranty** does not include general soiling or stains from foods and beverages that contain strong colored natural dyes. Examples of food and beverage stains excluded from this warranty include, but are not limited to, mustard, ketchup, soda, wine, chocolate, syrups, coffee, teas, hot beverages, beer, sauces and drinks made from powdered mixes. Example of other stains that are not covered under the warranty include, but are not limited, to shoe polish, cosmetics, paint, acids, bleaches, acne medication, drain cleaners, plant foods, candles, carpet deodorizers, air fresheners, disinfectants, animal foods, urine, fecal matter, vomit, blood, body fluids and any matter that contains natural dyes and, or the ability to remove color.

The **Soil Resistance Limited Warranty** is in effect only if the carpet has been installed in accordance with the cushion meeting standards detailed in this brochure and has been properly maintained according to the guidelines listed in the "Caring for Your Carpet" section of this brochure. Owners must provide proof of professional carpet cleaning every 12–18 months. All carpets must be installed over new padding. Any exceptions must be approved by Phenix. Rubber backed carpets must be installed using specified carpet adhesives and tapes.

All rubber backed carpets must be installed using correct installation methods and procedures. Rubber backed and or attached pad carpets do not require additional padding.

## LIMITATIONS FOR ALL PHENIX CARPET

**IMPROPER INSTALLATION** Phenix is not responsible for damages to carpet caused by improper installation. To be eligible for Phenix Warranties, all carpet must be installed according to the Carpet and

Rug Institute's Installation Standard CRI-105. Examples of improper installation are side match due to peaked seams, fraying seams due to improper seam sealer application and wrinkling due to improper stretching.

**IMPROPER MAINTENANCE AND INADEQUATE CARE** Phenix carpet warranties do not cover damage and carpet failure caused by improper maintenance and inadequate care, which could void all or part of the warranty. Please follow the recommendations outlined in the "Caring for Your Carpet" section of this brochure.

**ACCIDENTS, ABUSE, OR ABNORMAL WEAR** Phenix carpet warranties do not cover damage resulting from accidents, abuse, abnormal wear and, or acts of nature. Examples include, but are not limited, to fire, tears, pulls, snags, water damage, burns, melted areas, vacuum cleaner damage, medical equipment, wheelchairs, walkers, exercise equipment and pet damage. Damage caused by staining and soiling is also excluded except on products labeled by Phenix with a Soil or Stain Resistance Warranty.

**INDOOR PETS** Phenix carpet warranties do not cover damage and carpet failure caused by pets and, or animals. Pets can chew, claw and tear your carpet. Pet accidents can cause excessive staining, delamination and odor issues, and are not covered under any warranty.

**CARPET ON STAIRS, IN BATHROOMS, IN KITCHENS OR OUTDOORS** PHENIX Carpets installed on stairs, in bathrooms and in kitchens are not covered under any warranty offered by Phenix. Areas included in this exclusion are stairs, stair landings, bathrooms, kitchens, utility rooms, outdoor areas or any area subject to other than ordinary foot traffic and use.

**PAD FAILURE** Phenix carpet warranties do not cover damages and, or defects caused by carpet pad or cushion failure or carpets installed over existing pad.

**MOISTURE PROBLEM** Phenix carpet warranties do not cover damage or defects caused by wetting, flooding, leaks, humidity or presence of moisture.

**AREA RUGS** Phenix carpet warranties do not cover area rugs or carpeting made into rugs. All carpets must be installed indoors and using the stretch-in method overpadding.

**ALLERGIES AND ASTHMA** Scientific evidence does not show a link between allergies and carpet. See [www.carpet-rug.org](http://www.carpet-rug.org) for data. It is the consumers' responsibility to know what fibers and materials they are allergic to. Allergy and or asthma related issues are not covered by a Phenix warranty.

**CHANGES IN CARPET COLOR** Phenix carpet warranties do not cover changes in carpet resulting from external causes, such as fading due to sunlight, ozone, pooling/watermarking or spills of household chemicals and other non-food and non- beverage substances. This limitation may not apply on products specified by Phenix carpet labeled with a Stain and, or Fade Warranty.

**DIFFERENCES FROM SAMPLE** Phenix carpet warranties do not cover minor and normal differences in color or texture between the samples used to make the selection and the actual product received. Carpet colors can have a color variance up to 10%. Difference in backing size does not warrant a claim. Backing size has no influence on the carpet and is used only for installation purposes.

**REPLACEMENT OF DISCONTINUED CARPET** In the event that a Phenix carpet has been discontinued and replacement of the product is deemed necessary under the terms of a Phenix carpet warranty, Phenix will replace the carpet with a Phenix carpet of comparable quality.

**GEOGRAPHIC LOCALE** These warranties are valid only in the United States and Canada.

**INCIDENTAL OR CONSEQUENTIAL DAMAGES** Phenix excludes and refuses to pay incidental or consequential damages under these warranties. These damages would include, but are not limited to, any loss, expense or damage other than to the carpet itself that may be the result of a defect in the carpet. Some states do not allow the limitation and exclusion of incidental or consequential damages, so these limitations may not apply. All charges, fees and claims should be submitted to the Phenix Claim Department for review.

The warranties offered by Phenix give specific legal rights, and may have other rights, which may or may not vary from state to state.

**PHENIX LIMITED LIABILITY** Phenix's liability under the limited warranties will be limited to the actual cost of the carpet or cost of repair or replacement of the affected area of the carpet extending to the nearest

structure (i.e. wall, door or separation). Phenix reserves the right to correct any defect prior to the carpet being replaced and or removed. If a replacement is needed, Phenix will arrange credit to the installing flooring subcontractor as a percentage of the replacement cost of new carpet according to the terms defined under the warranty coverage. Phenix reserves the right to repair, replace or refund depending on what Phenix considers complies with the terms of a specified warranty. Regarding the 100 Day satisfaction warranty, Phenix will not assume liability for labor or any installation related cost.

**DISCLAIMER OF IMPLIED WARRANTIES** There are no implied warranties associated with carpets manufactured by Phenix. This includes warranties of merchant ability and fitness for a designated purpose. Nothing goes beyond the expressed terms of coverage established by Phenix. Implied warranties are warranties which the law presumes have been given by the seller even though there are no warranties in writing outlining such warranties. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

## **CARPET CUSHION REQUIREMENTS**

The recommended cushions include any meeting FHA minimum requirements. All installations must be done with new padding. Any exceptions must be approved by Phenix.

## **HOMEOWNERS RESPONSIBILITIES UNDER PHENIX WARRANTIES**

To keep your new Phenix carpet performing and looking acceptable, homeowners must do the following to maintain and protect the validity of the Phenix carpet warranties:

1. Homeowner must maintain a record of the carpet style(s) purchased, the date of purchase, all applicable invoice(s) and all warranties that apply to that particular carpet(s).
2. Carpet must be installed in accordance to the guidelines published in the Carpet and Rug Institute's Installation Standard CRI-105. Carpet must be maintained in accordance with the recommendations found in the "Caring for Your Carpet" section of this brochure.
3. Homeowner must provide proof of periodic cleaning by a certified professional cleaning service. 4. A minimum of one professional cleaning every 18 months is required.

## HOW DO I FILE A CLAIM?

If you believe your carpet has an issue that requires the filing of a claim, please see the retailer from whom you purchased the carpet. All claims must be addressed through the retailer and all communications will be through them. You may be asked to provide physical evidence, visual evidence, or allow a certified representative to perform an inspection, cleaning and, or repair in your residence. Phenix reserves the right to inspect, repair and, or maintain a warranted carpet before offering a replacement. Phenix requires that your carpet be routinely cleaned and maintained in order to keep your Phenix warranties valid. Regular maintenance and care will help the carpet maintain its appearance over time. The recommendations in this section are in accordance with guidelines required to maintain the coverage of the limited warranties and will help prolong the life of the carpet.

At Phenix, we take great pride in designing beautiful carpets that are stylish, comfortable, sustainable and affordable.

We stand behind the quality of our products and the materials used to create them. At Phenix, we are constantly at work to ensure our products offer cutting edge quality by utilizing the best resources and technology available. This brochure explains the scope of each warranty and the quality you can expect from your recently installed carpet. In addition to detailed warranty coverage, this brochure also defines what is required from the homeowner in order to maintain a valid warranty. Please keep a copy of this warranty along with the following important documents and resources:

- Original invoice / sales receipt
- Professional cleaning receipts and information
- Copy of the sample label or sample information
- A 2' x 2' uninstalled sample of your carpet
- Padding information
- Installer's name and certification information

This documentation will provide critical information needed in the unlikely event of a claim. The uninstalled sample is recommended in case a repair or testing during a claim becomes necessary.

**Thank you for choosing Phenix and for allowing us the opportunity to fulfill your flooring needs.**