

## **CLAIMS POLICY & GUIDELINES**

1. Claims will be considered for manufacturing defects only and when the product has been installed as intended and under proper specifications. All carpet must be installed in accordance with Carpet & Rug Institute's Standard CRI-104. Carpet must be installed over manufacturer's recommended pad. Lexmark Carpet Mills, Inc. cannot assume responsibility for carpet that has been installed in a manner inconsistent with its intended use.
2. Claims for visible defects or incorrect color and style will not be considered after the carpet is installed. Dealers are responsible for final inspection of all merchandise for correct style, color, dye lot, and any other visible defects before cutting and installing. Claims for carpet installation charges will not be considered on carpet installed with visible defects.
3. Claims for manufacturing defects, discovered following carpet installation will not be considered.
4. Claims will not be considered for carpet sold as second quality, irregular, mill end and remnants or at a substantial discount price from list. Warranties, such as wear warranties or stain removal warranties by Lexmark Carpet Mills, Inc. or yarn manufacturers are not applicable to such products.
5. Returned merchandise will be accepted only when authorized by Lexmark Carpets Claims Department. All merchandise is subject to mill inspection, and credit will be issued according to validity of the complaint. Lexmark Carpet Mills, Inc. will not accept merchandise unless the Claims Dept. has provided a return authorization. Lexmark Carpet Mills, Inc. will refuse any returns without a RA and the dealer will incur the freight charges.
6. Merchandise received in damaged condition, either visible or concealed, constitutes carrier responsibility and claims should be submitted to the carrier. Our receipt from the carrier acknowledges that they received the merchandise in good condition.
7. All correspondence pertaining to these claims will be handled through the seller and follow the distribution channel to Lexmark Carpet Mills, Inc.
8. Lexmark Carpet Mills, Inc. may reserve the right to repair or replace defective merchandise at the mills' discretion.
9. All claims for manufacturing defects must be presented to Lexmark Carpet Mills, Inc. within 12 months of the original invoice date unless covered by a specific warranty.
10. Lexmark Carpet Mills, Inc. may charge a 25% restocking fee plus any additional freight charges for any accommodation return.
11. Final disposition of all claims remains the sole responsibility of Lexmark Carpet Mills, Inc. Claims Department. Any offer, adjustment, or recommendation made by anyone other than the Claims Department is not binding on Lexmark Carpet Mills, Inc.

12. An offer and acceptance of an allowance or adjustment will be considered final disposition of a claim but is not an admonition of guilt related to quality or goods, incidental or consequential damages. Any settlement or allowance will be issued in the form of a credit memo used toward future purchases.
13. Claims for roll shortages will be considered only on measured, uncut rolls.
14. Claims will not be considered for carpet that has been damaged as a result of improper or inadequate maintenance.
15. No claim will be considered for goods that have been subjected to water damage or other abuse.
16. Unauthorized deductions from remittances are subject to charge back, plus interest, factoring charged, loss of terms on invoices involved and/or suspension of credit privileges.
17. Lexmark Carpet Mills, Inc. assumes no responsibility for changes in appearance due to after market carpet cleaning or topical treatments.
18. Claims will not be considered for pattern side-match of printed carpet, i.e., Commercial Prints.
19. Claims will not be considered for roll crush, as this is not a manufacturing defect. Roll crush usually occurs after the carpet is manufactured. Mostly due to transit, storage or handling process.
20. Due to the manufacturing process of a tip sheared product, the finished yarn weight will vary more than normal manufacturing tolerances and side match cannot be guaranteed.
21. Inspectors sent to property or warehouse after one year, from the date of the original invoice, will be at the cost of the customer.

**For questions or comments please contact Lexmark Carpet Mills, Inc. Claims Department toll free at 1-800-871-3211 or by fax 705-275-8468.**