

## Next Floor® Nylon Modular Carpet Limited Warranties

Next Floor® will repair or replace the portion of the carpet that does not perform according to these Limited Warranties. If all Limited Warranty conditions have been met, Next Floor® will compensate the owner pro rata for the original cost of the carpet for the directly affected area and a reasonable installation allowance. Reasonable re-installation costs are limited to a maximum of \$5 per square yard or \$100 when the area is less than 20 square yards. Any charges for carpet disposal, new padding or moving furniture, equipment, etc. are the responsibility of the owner and are not covered by these Limited Warranties.

The following prorated schedule applies to all Next Floor® carpet tiles:

### Lifetime Warranty Proration Chart:

1st Year 100%	2nd Year 90%	3rd Year 80%	4th Year 70%
5th Year 60%	6th Year 50%	7th Year 45%	8th Year 40%
9th Year 35%	10th Year 30%	11th Year 25%	12th Year 20%
13th Year 15%	14th Year 13%	15th Year 10%	16th Year 8%
17th Year 6%	18th Year 4%	19th Year 4%	20+ Years 3%

### Installation

The product must be properly installed according to Next Floor® installation instructions, or these Limited Warranty are void. Defective installation is not covered by these Limited Warranties. Improper installation includes but is not limited to improper adhesives, inadequate subfloor, and improper subfloor preparation. Subfloors must be clean, smooth, flat, solid (no movement), structurally sound, dry, and free from all existing adhesive residues and/or any other foreign material that might prevent adhesive bond. Visit [www.nextfloor.net](http://www.nextfloor.net) to view full installation instructions for this product.

### Maintenance

The consumer shall maintain the carpet in accordance with the applicable Carpet & Rug Institute's Carpet Maintenance and Cleaning Standard (see [www.carpet-rug.org](http://www.carpet-rug.org)). Damage from inappropriate or inadequate maintenance is not covered by this Limited Warranty.

These Limited Warranties are non-transferable. The consumer shall reasonably cooperate with Next Floor® in its efforts to honor and perform its obligations under these Limited Warranties.

### Commercial Wear Limited Warranty

Next Floor® warrants that this carpet will not wear (lose surface pile) more than 10% following installation of the carpet, provided that the carpet is properly installed and maintained indoors (see above).

This Limited warranty excludes carpet installed on stairs, areas subject to inappropriate chair casters, damage from skates, spiked shoes and sharp objects, and abuse including damage from athletic shoes and abnormal activity. Water damage, willful damage including burns, tears and cuts, and the effects of improper installation and maintenance are also all excluded from this Limited Warranty. This Limited Warranty covers abrasive wear (loss of pile). Changes in appearance caused by soiling, crushing (matting) or pooling are excluded from this Limited Warranty.

## **Stain Resistance Limited Warranty**

### **Section I. Limited Warranty**

1. Next Floor® warrants that the designated carpet tile, when properly installed and maintained as recommended by Next Floor® (see general warranty details above), will resist permanent stains caused by spills of all conventional acid-based substances, subject to the Limitations set forth in Section II. A stain is defined as an irreversible localized colour change rated less than 3.0 on the AATCC Gray Scale for Evaluating Staining (1.0 = more change; 5.0 = less change).
2. This Limited warranty is not a cleaning contract. The consumer must establish and implement a preplanned preventative maintenance program immediately after installation of the carpet (see general maintenance details above). In order to make a claim under this Limited Warranty, the owner must have attempted to remove stain within three (3) working days after occurrence of the spill. Claims submitted to Next Floor® under this warranty must include a letter and a receipt from a professional carpet cleaner describing the affected area and the cleaning procedures applied, with a statement that the stain could not be removed. If after professional cleaning, the stain is tested and the affected area is found to have a rating of less than 3.0 on the AATCC Gray Scale for Evaluating Change in Colour, Next Floor® will designate a professional carpet cleaner to attempt to remove the stain. If the second professional cleaning removes the stain, the consumer must pay for this service. If Next Floor® determines that the affected area remains unsatisfactory, and that all Limited Warranty conditions have been met, Next Floor® will compensate the owner on a pro rata basis (see proration chart above).
3. This Limited Warranty applies only to products whose dye method is Solution Dyed. Only those designated products that contain 100% solution dyed yarns are covered by this Limited Warranty.

### **Section II. Limitations**

This Limited Warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of defects in the carpet. For example, this Limited Warranty does not cover tears, burns, pulls, cuts, installation on stairs, damage resulting from improper cleaning agents or methods, or damage in transit.
2. This Limited Warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, reappearing (wicking) spots, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet. Also, this Limited Warranty specifically excludes carpet which has been surface treated with materials not recommended or approved by Next Floor®, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by the Next Floor®.

3. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes is excluded from this Limited Warranty.
4. Differential fading from light exposure, dye lot differences, and soiling is excluded from this Limited Warranty.
5. Any condition that would have been visible upon inspection prior to installation is excluded from this Limited Warranty.
6. Any condition resulting from anything other than ordinary wear, or from any use for which the product was not designed is excluded from this Limited Warranty.

### **Backing Performance Limited Warranty**

Next Floor® warrants that this carpet tile will not lose dimensional stability (i.e. shrink, grow, cup or dome), delaminate from face fiber or unravel at the edges when properly installed and maintained indoors as recommended by Next Floor® (see general warranty details above).

This Limited Warranty excludes carpet installed on stairs, areas subject to inappropriate chair casters, damage from skates, spiked shoes and sharp objects, and abuse including damage from athletic shoes and abnormal activity. Water damage, willful damage including burns, tears and cuts, and the effects of improper installation and maintenance are also all excluded from this Limited Warranty.

If after inspection and/or testing of the carpet, Next Floor® determines that the carpet tile backing has not performed as per this Limited Warranty description and that all Limited Warranty conditions have been met, Next Floor® will compensate the owner on a pro rata basis.

### **EXCLUSIONS**

**NEXT FLOOR® DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS LIMITED WARRANTY INCLUDE REPAIR OR REPLACEMENT OF THE AFFECTED AREA, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE PURCHASER. NEXT FLOOR® WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEXT FLOOR® IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. NEXT FLOOR®'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser.**

## **Filing a Claim**

In the unlikely event of a claim, please notify the retailer. Be prepared to describe the specific problem and to include a copy of your invoice. The retailer will then take the necessary steps to ensure the claim is looked after contacting the distributor or Next Floor® if necessary.

To ensure fast and easy service retain four unused carpet tiles after installation and keep your original carpet purchase receipt, as well as proof of periodic cleaning.

For all claims made in the United States of America, this Limited Warranty shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Superior Court of Whitfield County, Georgia and may be brought only in such court.

For all claims made in Canada, this Limited Warranty shall be governed by and construed in accordance with the domestic laws of the Province of Ontario without giving effect to the principles of conflicts of law thereof. Any legal action, suit, or proceeding arising out of or in connection with this Limited Warranty shall be subject to the exclusive jurisdiction of the Superior Court of Kitchener Ontario and may be brought only in such court.