

FOUNDATION Carpet Cushion by Healthier Choice Flooring LLC ("Healthier Choice") is made of highly resilient frothed polyurethane foam which retains its original properties and functionality when properly installed, even in the most demanding contract applications.

## WARRANTY FOR CONTRACT INSTALLATIONS

FOUNDATION Carpet Cushion is warranted to be free from manufacturing and material defects, to conform to the manufacturing specifications, and against resiliency loss only when properly installed on correctly prepared floors using procedures approved by Healthier Choice and maintained in accordance with the carpet manufacturer's approved maintenance procedures.

Warranty Term and requirements (Double-Glue Installation): Warranty term (the "Limited Warranty Period") shall be equal to the manufacturer's warranted life of the co-installed carpet. When installed by the double-glue method, this warranty is only valid when the carpet and cushion remain 100% adhered to the floor and adhesive manufacturer recommendations are followed.

Warranty Term and requirements (Stretch-In Installation): Warranty term (the "Limited Warranty Period") shall be equal to the manufacturer's warranted life of the co-installed carpet. Exception: When installed in guestroom or residential applications by the stretch-in method, FOUNDATION Carpet Cushion is warranted for the life of two complete carpet installations.

Resiliency loss is defined as more than twenty-five percent loss of cushion resiliency over an area no less than 3' X 6' based on thickness loss before and after use. Due to the potential impact of temperature, pressure, and/or other conditions on the thickness recovery of the carpet cushion, thickness measurements must be measured only after a 72-hour conditioning period.

In the event of a problem, Healthier Choice reserves the right to have one of its authorized agents inspect the affected area prior to repair, removal, or replacement. If FOUNDATION Carpet Cushion fails to perform as described in this limited warranty, the affected area will be replaced or repaired at the discretion of Healthier Choice. In addition to a copy of the carpet warranty declaring the carpet warranty term, a copy of the original invoice from the purchase of carpet and cushion is to accompany the claim.

This limited warranty does not cover carpet appearance retention or other carpet-related problems, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, damage due to point loads greater than 150 pounds per square inch or for damage or problems not expressly covered above. The use of chair pads under caster chairs is required under the terms of this warranty.

Liability of Healthier Choice is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Healthier Choice shall not be responsible for the repair or replacement of any products damaged as a result of force majeure, including but not limited to fire, flood, or other catastrophe, acts of god, or any cause beyond the reasonable control of Healthier Choice.

This warranty is not transferable during the limited warranty period. The warranty will become void if the product shows visible signs of careless handling or if the product is ripped, torn or punctured. Minor indentations, stains or soil do not constitute structural damage or deterioration requiring replacement under the warranty. Labor charges are restricted to the local cost of replacing the carpet cushion only.

THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES TO CARPET, whether such damages are claimed on account of breach of warranty, breach of contract, negligence or strict/product liability, including, without limitation, damage to property or other economic losses.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. For warranty service, write to the address listed below.