



## **NOOD FASHION, LLC**

### **Ten Year Limited Warranty**

### **Carpets Using EnviroCel Laminate Plus, EnviroCel Cushion Plus, Biocel Laminate, or Biocel Cushion Backing Systems**

This warranty covers the original purchaser of Nood Fashion carpets at the original installation site and is not transferable to subsequent owners. The carpet is to be installed by authorized and qualified installation professionals according to the latest available Carpet and Rug Institute (CRI) specifications including the use of proper adhesives, seam sealers, and cleaners. In particular, we caution you that many problems can be avoided with proper seam sealing in commercial installations. Except as set forth below, there are no express warranties made by Nood Fashion on this carpet. Care recommendations must be followed as listed by the Carpet and Rug Institute. The warranty continues for 10 years from the date of the original installation as long as the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original Nood Fashion invoice to the original purchaser.

#### Tuftbind:

Nood warrants that the carpet will have a superior tuft bind in high traffic environments when tested using the ASTM-D-1335-67 method. This does not imply or guarantee that a heavy piece of furniture with sharp, pointed legs will not pull out tufts of yarn.

#### Edge Ravel:

Nood warrants that the carpet will not show continuous unraveling along seams provided that all seams are sealed according to the latest CRI installation guidelines.

#### Delamination:

Nood warrants that, under normal use, the secondary backing will not delaminate. Chair pads and seam sealer are required over seams in areas where caster chairs are utilized.

#### Cushion:

Nood warrants that its high performance EnviroCel Cushion and BioCel Cushion Backings will maintain cushion resilience within accepted industry standards.

#### Moisture Barrier:

Nood warrants that its EnviroCel Laminate Plus and EnviroCel Cushion high performance backings are moisture resistant and will not delaminate as a result of moisture or wet cleaning. Nood warrants that its carpets using BioCel backing will keep liquid spills above the precoat layer for a minimum of 24 hours as tested under the British Spill Test to facilitate carpet cleaning. All seams must be sealed in accordance with CRI guidelines.

#### Wear:

Nood warrants that its carpets will lose no more than 10% by weight of the pile face fiber during the lifetime of the carpet when CRI installation and care guidelines are followed. This warranty does not cover appearance retention, matting, crushing, or normal appearance changes that may occur in high traffic areas.

#### Static Protection:

Nood warrants that this carpet will not produce static charges in excess of 3.0 kv when tested under the Standard AATCC 134 Test method (at 70 degrees and 20% relative humidity).

#### Claims:

All claims under this warranty must be submitted, in writing, to: Nood Fashion, PO Box 2746 Dalton, Ga. 30720. Nood Fashion reserves the right to inspect any claim within 30 days of receipt of claim.

Any portion of the Nood Fashion carpeting not performing as stated will be repaired to conform to the warranty. If repair is not commercially practical, Nood may, at its option, replace the affected carpet or refund the proportional purchase price for the affected area during the first two years. Nood will pay the costs of the carpet, reasonable freight, and labor. Thereafter, Nood will pay only the costs of the carpet and reasonable freight. Costs incurred for the moving of equipment, furnishings, partitions, and the like, that were installed over the carpet will be at the end user's expense. Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e., golf spikes, other spiked footwear, ski boots, and the like) is excluded.

#### Exclusions:

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Also flood damage, dye lot differences, exposure to excessive sunlight, etc. Nood Fashion carpets are for indoor use only. Incidental and consequential damages are not the responsibility of Nood Fashion, and, to the extent permitted by law, are hereby excluded as to both property damage and personal injury. Replacement carpet will come only from current running-line standard performance products comparable to the warranted product.

This warranty gives you specific legal rights and is in lieu of all other express or implied warranties. Including a warranty of merchantability and fitness for a particular purpose. There are no other warranties whether expressed or implied, including the implied warranties of merchantability and fitness for a particular use.

Interpretation and enforcement of these terms and conditions shall be governed by the laws of the state of Georgia. The customer agrees that the exclusive venue and jurisdiction of all actions and proceedings arising out of or relating to this warranty shall be in the state of Georgia and the parties hereby consent to the jurisdiction and venue by the state and federal courts of Georgia. These warranties apply only in the United States and Canada. This agreement can be discontinued at any time by Nood Fashion.

