



NEXTERRA Warranty

This limited lifetime* warranty applies only to purchasers of Nood Fashion products for indoor commercial installations. This limited warranty is valid only if signed below by Nood's authorized Representative, the Owner, and by the Flooring Contractor. Provided the carpet has been installed and maintained in the specified commercial location in strict accordance with Nood's instructions, procedures and the Owner meets its obligation hereunder, including the use of Nood recommended Nexterra pressure sensitive adhesives, Nood (subject to the following limitations and remedies) warrants to the designated Owner the following:

I. Items Under Warranty:

1. WEAR – Nood warrants that Nexterra will not wear more than 10% of its surface pile weight from abrasive wear for the lifetime* of the carpet. By abrasive wear is meant fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor due to abnormal usage of the carpet.
2. STATIC PROTECTION – Nood warrants that Nexterra will not give static discharges in excess on 3.5 KV for the lifetime* of the carpet when tested in accordance with the AAATCC Test Method #134-1979.
3. TUFT BIND – Nood warrants that Nexterra will not lose tuft bind integrity for the lifetime* of the carpet when tested in accordance with test method ASTM D-1335-67.
4. EDGE RAVEL – Nood warrants that Nexterra will not edge ravel along seams for the lifetime* of the carpet.
5. ZIPPERING – Nood warrants that Nexterra will not zipper or develop continuous pile runners for the lifetime* of the carpet. This portion of the warranty protects against zipping regardless of the average tuft bind properties, under dry or wet conditions as it might be during cleaning.
6. PILLING AND FUZZING – Nood warrants that Nexterra will not exhibit pilling or fuzzing for the lifetime* of the carpet.
7. DELAMINATION – Nood warrants that Nexterra will not delaminate for the lifetime* of the carpet. Chair pads are not required, but are recommended for optimum textural performance.
8. DIMENSIONAL STABILITY – Nood warrants that Nexterra will maintain its dimensional stability and will not dome or curl for the lifetime* of the carpet when installed per our recommendations.

*Lifetime defined as long as the carpet remains installed in the original location and is owned by the original purchaser.

II. Limitations – This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of a defect to the carpet. For example, the warranty does not cover tears, burns, cuts, installation on stairs or damage resulting from improper cleaning methods, or damage in transit.
2. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
3. Differential fading due to light exposure, shading, pile crush, dye lot differences and soiling.
4. Any condition that would have had a visible defect upon inspection prior to installation.
5. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Obligations of Owner

1. The Owner must submit notice of all claims under this limited warranty to Nood within the specified warranty period.
2. Claims must be submitted in writing and delivered to:

Nood Fashion

Attention: Claims

P.O. Box 2746

Dalton Ga 30722-2746

888-351-0306
3. All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishings, partitions, and the like that have been installed over the carpet subsequent to the original carpet installation, at the owners expense.

IV. Warranty Remedies

1. After receipt of proper written notice of claim, Nood will designate a representative to inspect that carpet with the Owners representative and Nood will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed to upon in writing by Nood, and subject to the above warranty limitations and Owner obligation. Nood shall repair or, in its sole discretion, replace any designated carpet sold by it



containing a defect covered by the above Nexterra limited warranty, at no expense to the owner.

- 3. Any replacement will be made with a comparable product selected by Nood from the then-current Nood running line. However, Nood's obligation shall not include the reimbursing of any indirect costs or consequential damages, however, incurred. By way of example, and not limitation, damages arising from interruption of use of the spaces affected, nor expenses in removing furniture from the affected area be included in our obligation.
- 4. The remedies provided in connection with the Nexterra warranty are expressly in lieu of any other remedies provided under any other expressed or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of Nood.

V. Mediation/Arbitration

- 1. If a dispute arises out of or relates to this limited warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in a amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator (s) may be entered in any court have jurisdiction thereof.
- 2. Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
- 3. Arbitrators shall be appointed as provided by the American Arbitration Association Commercial Arbitration Rules.
- 4. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Georgia.

VI. Nood hereby issues its Nexterra warranty to the Owner named below. This limited warranty is only valid when this form is properly executed by the Flooring Contractor, the Owner and Nood Fashion.

Owner Name: _____

Address: _____

Place of Installation:

Name: _____

Address: _____

Style Name: _____

Style #: _____

Square Yards: _____

Nood Invoice Numbers (attach Invoice Copies)

Invoice #: _____ Date: _____

Invoice #: _____ Date: _____

Invoice #: _____ Date: _____

Invoice #: _____ Date: _____

Invoice #: _____ Date: _____

Invoice #: _____ Date: _____

Invoice #: _____ Date: _____

Dealer Name: _____

Address: _____

Date Installation Completed: _____

The undersigned dealer hereby certifies that the above carpet was installed in strict accordance with Nood's written installation instructions and procedures. In consideration of Nood's extending the foregoing limited warranty knowing that Nood and the Owner will rely hereupon, the undersigned hereby agrees to hold Nood and the Owner, jointly and severally, harmless from any damage or liability, including reasonable legal fees, arising out of or in connection with the installation of the carpet in the event it was not completed in accordance with this certification.

Dealer



Authorized Signature:

Date: _____

Name and Title:

Owner

Authorized Signature: _____

Date: _____

Name and Title:

Nood Fashion

Authorized Signature: _____

Date: _____

Name and Title:

Date Issued: _____

Warranty #: _____