

# Nexus® Modular Limited Lifetime Warranty

We extend certain warranties that cover products manufactured with Nexus® Modular backing. These warranties protect the original end use purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed using the full spread modular adhesive or TileTabs® method and other guidelines described in our carpet installation instructions, and (2) the carpet is maintained in accordance with our carpet maintenance instructions.

**NOTE:** The use of Commercialon® Premium Modular Adhesive or appropriate TileTabs is required and must be ordered with the carpet to receive the material lifetime warranties. Failure to order the adhesive or TileTabs will result in the warranty period being reduced to one (1) year.

## Warranties

For carpet backed with Nexus Modular, the following lifetime warranties apply:

Tuft Bind (edge ravel, yarn pulls, zippering): Under normal use carpet will not fail to perform due to insufficient tuft bind as evidenced by edge ravel, yarn pulls, or zippering.

Delamination: Under normal use, carpet will not fail to perform due to the delamination of the secondary backing.

Dimensional Stability: Under normal use and atmospheric conditions, Nexus Modular is dimensionally stable and will not shrink, grow, cup, or dome.

Should our Nexus Modular product fail to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods at no charge for materials, freight, and labor: A) repair the affected area, B) replace the affected area with comparable product, or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishings, partitions, and similar materials that may have been placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by us, replacement will be made with a comparable style from the current product line.

## **Exclusions**

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

- 1. Failure to purchase and use Commercialon Premium Modular Adhesive or Nexus TileTabs Modular Adhesive must be applied at the recommended spread rate.
- 2. Unsatisfactory transit or improper storage.
- 3. Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
- 4. Placing excessively heavy equipment on carpet.
- 5. Tears, burns, pulls, and cuts.
- 6. Improper cleaning agents, methods, or general soiling.
- Failure to follow our published installation guidelines or improper installation.
- 8. Athletic equipment such as roller blades, ski boots, or spiked athletic shoes, other than spikeless golf shoes.
- 9. Accidental flooding and acts of God.

**NOTE:** Due to the visual characteristics of modular carpets – pattern repeats, pattern run-off, and seams may appear more noticeable than in broadloom carpets. Such visual characteristics do not constitute a manufacturing defect, and as such, should be considered when selecting modular carpet and its installation.

# TeraPlex® Lifetime Fiber Warranty

We extend certain fiber warranties which cover products manufactured with 100% TeraPlex® SD. These warranties protect the original purchaser against performance deficiencies in specific categories. The length of time covered by each warranty listed below is for the useful life of the carpet, provided that (1) the carpet is installed in accordance with our carpet installation instructions and (2) the carpet is maintained in accordance with the our carpet maintenance instructions.

### Warranties

For carpet manufactured with 100% TeraPlex, the following lifetime warranties apply:

# Stain Removal Warranty

Carpet will resist permanent staining caused by spots and spills. Exceptions include the following which are not the result of staining: appearance change due to pile distortion; damage from exposure to materials or contaminants which degrade or destroy nylon; damage resulting from non-approved cleaning agents; general soiling; installation outdoors; exposure to parking lot dressing, coating or sealer; and carpet which has been subject to abnormal use or conditions. (In the unlikely event that the stain cannot be removed, we will pay for freight, labor and the material cost of carpet up to 100 times the size of the stain based on our invoiced price and not to exceed our invoice total.)

## Colorfastness Warranty

Carpet will not undergo a significant change in color due to exposure to light or atmospheric contaminants as tested under AATCC-16E and AATCC-129.

Color Transfer (Wet/Dry): Carpet will resist color transfer from wear or abrasion as measured by AATCC Test Method 165. Minimum rating of 4.5 or better will be met compared to AATCC 165 – Color Transfer Scale.

Water Bleed: Carpet will resist color change or bleeding as measured by AATCC Test Method 107. Minimum rating of 4.5 or better will be met.

Bleach Resistant: Carpet will resist bleed or color loss when exposed to oxidizing agents such as household bleach, benzoyl peroxide and hydrogen peroxide. When bleach is used, only mild solutions are approved: bleach should be diluted with water at a ratio of 5% chlorine bleach/95% water. See our maintenance instructions for complete details.

### Wear Warranty

Carpet will retain a minimum of 90% of its face fiber. Although not required, we strongly recommend chair pads under chairs with rolling casters to preserve appearance and to prevent accelerated wear.

### Static Warranty

Carpet will retain permanent static protection below 3.5 kv as tested under AATCC-134.

Should our TeraPlex product fail to perform as warranted above, we will resolve the deficiency at our discretion by one or more of the following methods at no charge for materials, freight, and labor:

A) repair the affected areas, B) replace the affected area with comparable product or C) refund the full purchase price of the product in affected area. If carpet is to be replaced, areas must be cleared at the customer's expense of all equipment, furnishing, partitions, and similar materials that may have been installed or placed over the carpet subsequent to completion of the original installation. In the event replacement is to be made for carpet that is not a current product manufactured by us, replacement will be a comparable style from the current product line.

## **Exclusions**

This warranty does not cover any disfigurement or damage caused by the following factors or equipment:

- 1. Unsatisfactory transit or improper storage.
- Abnormal or improper use, such as athletic surfaces, outdoor installation, installation on stairs, or use other than a conventional floor covering.
- 3. Placing excessively heavy equipment on carpet.
- 4. Tears, burns, pulls, and cuts.
- 5. Improper cleaning agents, methods, or general soiling.
- Failure to follow our published installation guidelines or improper installation.
- Athletic equipment such as roller blades, ski boots, or spiked athletic shoes, other than spikeless golf shoes.
- 8. Accidental flooding and acts of God.