## Foss Lifetime Limited Manufacturing Defects Warranty

Foss Floors extends a Lifetime limited warranty to the original purchaser or user of Foss carpet in owner-occupied indoor and outdoor applications. This carpet is warrantied from manufacturer's defects for the life of the product for indoor and outdoor owner-occupied residential use from the date of purchase. Manufacturing defects includes any fraying, unraveling, zippering, or wrinkling. Foss will replace the affected carpet with a new or equivalent quality carpet at no cost to the original purchaser or user.

## WHAT IS NOT COVERED:

- · Carpets used incorrectly or under improper conditions
- · Carpets damaged by improper care and use, including but not limited to:
- burns, cuts, tears, indentations, and appliance damage
- · Moisture, alkaline, or hydrostatic pressure damage from subfloor
- · Identifiable surface stains from strong acids that destroy fiber.
- Slight shade differences between samples or photographs and the actual carpet
- · Any application other than owner-occupied indoor and outdoor flooring use

#### Foss Lifetime Limited Fade & Wear Warranty

Foss PET fiber, made from 100-percent post-consumer plastic drinking bottles, is a denser polymer fiber that prevents stains from setting and is resilient to traffic pattern wear. Colors are solution-dyed throughout the entire fiber for extremely vibrant colors and enduring fade resistance during the duration of the installation by the original owner.

Foss Manufacturing Company, LLC warrants that when our Indoor/Outdoor carpets are properly installed, they will not wear more than 10-percent due to fiber loss under normal use or exhibit ultra violet degradation of the fibers (also referred to as fade) to the carpet as a result of sunlight exposure during the duration of the warranty period.

Foss will replace the affected carpet with a new or equivalent quality carpet at no cost to the original purchaser or user.

### Foss Lifetime Limited Stain & Soil Warranty

Foss Floors warrants that our carpet will resist stains from most household food and beverages, and non-food stains such as pet stains. Stain resistant properties may be affected by exposure to very hot substances and this limited warranty excludes any stains that may occur under this condition. Caustic chemicals such as strong acids are excluded from this warranty.

Any carpet may change color due to dry soil accumulation caused by foot traffic. Foss warrants our Indoor/Outdoor carpets will not have "noticeable color change" (as defined below) due to dry soil deposits as a result of foot traffic from normal, indoor and outdoor owner-occupied residential use and permanent noticeable color change that cannot be removed using Foss recommended carpet F

Noticeable color change is defined as change greater than 3 using standardized rating scales (Grey Scales- AAT CC Evaluation Procedure 1 or equivalent in the U.S. or via Test method 121 in Canada).

Following the Foss carpet care and cleaning procedures is essential to minimize staining and dry soil color change. Foss Floors will replace the affected carpet with a new or equivalent quality carpet at no cost to the original purchaser or user.

Foss Floors makes no warranty of merchantability or fitness for a particular purpose. The sole remedy provided by this warranty or any implied warranty is replacement remedies for incidental or consequential damages are expressly excluded. Some states do not allow the exclusion of limitation incidental or consequential damages, so the above limitations may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

# Foss Lifetime Texture Retention Warranty

Foss Floors warrants that this carpet will not exhibit significant loss of texture from foot traffic for a period when used in an owner-occupied residence/business in a proper installation. Proper installation of DuraKnit<sup>™</sup> products requires use of a suitable pad meeting FHA/HUD requirements, following the Carpet & Rug Institute Installation Standard effective October 1, 2009

Carpet installed in areas subject to other than ordinary shoe traffic is excluded from this warranty. Crushing caused by furniture, including impressions left by legs of furniture, is not covered by this warranty. Carpet installed on stairs is excluded from this warranty.

(NOTE: The texture of any carpet will change to some degree in heavy traffic areas. Such conditions constitute normal wear and tear and are not covered by this warranty, which is intended to protect you from excessive appearance change.)

# Warranty Action

To obtain benefits from this limited lifetime warranty, any claims must be sent in writing, via fax, mail or email, along with pictures of defective carpet(s), to: Foss Floors, ATTN: Claims Department, 243 Huffaker Road, Rome, GA 30165. Foss with respond promptly to any notification of a warranty claim, but reserves the right to inspect and test the carpet prior to replacement, or request samples of defect.

Foss Manufacturing Company, LLC makes no warranty of merchantability or fitness for a particular purpose. The sole remedy provided by this warranty or any implied warranty is replacement remedies for incidental or consequential damages are expressly excluded. Some states do not allow the exclusion of limitation incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.