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## FLOR Commercial Product Warranty – Americas

FLOR, Inc. (FLOR) warrants its FLOR® brand carpet products, with the exclusion of Fedora, to the original end-use customer as stated below for a period of 15 years from the date of invoice when purchased through the FLOR Commercial Sales channel or an Interface company sales representative. FLOR® brand carpet products, with the exclusion of Fedora, are warranted against manufacturing defects resulting in excessive surface wear, edge ravel, backing separation, shrinking, stretching, cupping, doming, and static electricity. Excessive surface wear means loss of more than ten percent (10%) by weight of face fiber, assuming proper installation and maintenance strictly in accordance with the FLOR Commercial Installation Instructions and the FLOR Commercial Maintenance Guide, both of which can be found on FLOR's website. Products containing Intersept® antimicrobial are warranted to maintain antimicrobial effectiveness. Products constructed of one hundred percent (100%) solution dyed yarns are warranted against excessive color loss due to normal exposure to indoor light. This warranty covers odor from plasticizer hydrolysis of FLOR carpet tiles caused by moisture (RH) and alkalinity (pH) in concrete slabs when installed strictly within the limits set forth in the FLOR Commercial Installation Instructions. All installations must be completed strictly in accordance with the FLOR's Commercial Installation Instructions. In all installations, there must be no visible moisture on the surface of the concrete slab. Archived written and photographic evidence of moisture and alkalinity test results must be maintained by original end-use customer.

FLOR warrants the Fedora product to the original end-use customer, when purchased through the FLOR Commercial Sales channel or an Interface company sales representative, against manufacturer's defect for a period of one (1) year from purchase in accordance with the other terms and conditions of the standard FLOR warranty found at <u>https://www.flor.com/commercial</u>.

This warranty does not cover tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood, use on stairs, use under bleachers, or use with athletic equipment, or installations over substrates where hydrostatic pressure exists. Moisture and pH testing at the installation site are not the responsibility of FLOR, and issues related to or arising from excessive moisture and/or pH are specifically excluded from this warranty except as expressly set forth herein and in FLOR's installation instructions. This warranty does not cover any problems or damages arising from or related to the use of adhesives or non-recommended installation techniques or conditions.

If a product fails to perform as warranted, FLOR will correct the problem in the affected area either by repair or (at FLOR's option) replacement with comparable products(s) at no charge to the customer (the customer must provide reasonable cooperation to facilitate FLOR's repair or replacement in the affected area). Warranty claims must be made in writing to FLOR within a reasonable time from the discovery of the claimed warranted defect, but in any event, they must be received no more than 90 days from the time the claimed defect was discovered. Warranty claims must be addressed to: Field Services Department, FLOR, Inc. c/o InterfaceFLOR, LLC, 1503 Orchard Hill Rd., LaGrange, Georgia 30240.

An Interface<sup>®</sup> Company

## FLOR Commercial Product Warranty – Americas, cont.

Warranty claims must include contemporaneous documentation that all warranty conditions were and continue to be met. This warranty will be void if its terms are not followed. No person other than an officer of FLOR may authorize a waiver or modification of the terms of this warranty, which must be in writing and signed by that officer.

THE WARRANTY, REMEDY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REMEDIES AND LIABILITIES, WHETHER EXPRESS OR IMPLIED. FLOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES. NOTE THAT SOME JURISDICTIONS DO NOT PERMIT DISCLAIMERS OF SOME IMPLIED WARRANTIES, SO YOUR RIGHTS MAY BE DIFFERENT THAN STATED HEREIN. FLOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY CASE.

