

# HEALTHIER CHOICE

## PREMIUM CARPET CUSHION

### Healthier Choice Residential Carpet Cushion Limited Lifetime Warranty and Double-Term Carpet Texture Retention Warranty

This **limited warranty** is non-transferrable and is offered to the original purchaser ("Purchaser") of Healthier Choice Residential Cushion by Healthier Choice Flooring LLC ("Manufacturer") for use in the owner-occupied residence of the Purchaser.

#### **Cushion Warranty:**

Healthier Choice Residential Cushion is warranted for a lifetime to the Purchaser (the "Limited Warranty Period") to perform and be free from defects in manufacturing, materials and workmanship.

The Manufacturer further warrants that the cushion will act as a spill-proof moisture barrier preventing normal residential spills from penetrating the cushion when installed according to the manufacturer's specifications. This excludes water or other liquids or accumulations of water or other liquids caused by flood, fire, natural disaster, owner negligence or neglect, frozen or broken pipes, or similar events which result in damage or are subject to insurance coverage.

The Manufacturer further warrants that the product will not crush or lose more than one fourth of its original thickness on average over an area of no less than 3' x 6'.

#### **Carpet Texture Retention Warranty:**

The Manufacturer further warrants carpet texture retention for carpet installed over Healthier Choice Residential Cushion for one additional term beyond the term of the original, explicit, and written carpet mill texture retention warranty. This additional term of carpet texture retention warranty provided by The Manufacturer shall begin on the first day following the end of the first term as provided by the carpet mill and continue for a period equal to the length of the first term ("Texture Retention Warranty Term"), effectively doubling the warranty term for texture retention on carpet installed over Healthier Choice Residential Cushion.

The Manufacturer warrants that carpet installed over Healthier Choice Residential Carpet Cushion will not exhibit significant loss of texture from foot traffic during the Texture Retention Warranty Term, when used in an owner-occupied residence in a proper indoor installation. Proper installation requires trained installers following the Carpet & Rug Institute Residential Installation StandardCRI-105. If an explicit written Carpet Texture Retention Warranty is not provided by the carpet mill, the Manufacturer does not provide a Carpet Texture Retention Warranty.

#### **Warranty Service: Cushion**

Should your new Healthier Choice Carpet Cushion fail to provide satisfactory service under your new wall to wall carpet, the Manufacturer will replace it, free of charge, with a new carpet cushion of equal or greater value, excluding labor charges.

#### **Warranty Service: Carpet**

If carpet installed over Healthier Choice Residential Cushion shows significant appearance loss due to texture changes from foot traffic within the Texture Retention Warranty Term as a result of yarn tufts losing their twist, and the carpet's appearance cannot be restored, the Manufacturer will arrange a credit equal to the cost of the carpet material only and only for the affected area or room. The credit will be issued to the Healthier Choice-approved retailer, as a percentage of the retailer's replacement cost of new carpet of the same or comparable quality. The credit will be good only toward the purchase of any comparable carpet. This warranty provides no cash payments.

*(NOTE: The texture and appearance of any carpet will change to some degree in heavy traffic areas in all installations. Such appearance changes are normal and are not covered by this warranty, which is intended to protect the Purchaser from excessive carpet appearance change.)*

**Areas of exclusion:**

This **LIMITED WARRANTY** applies only to properly installed wall-to-wall residential carpet installations used under normal residential foot traffic use and conditions. The carpet manufacturers' complete recommendations and warranty instructions must be complied with at all times. This warranty excludes all carpet manufacturing defects or improper carpet installation procedures that may cause carpet failure after installation. Also excluded are manufacturing defects such as but not limited to secondary backing delamination, carpet face yarn fiber slippage, pilling, fuzzing and carpet tuft pulls in traffic areas. Edge ravel from improper carpet seam installation procedures and lack of proper carpet stretch-in, inadequate seam sealing, etc., are also not included in this warranty. Failure to comply with carpet manufacturers' care and maintenance warranty procedures and CRI 105 will also void this warranty.

The Healthier Choice Residential Lifetime Cushion Warranty will become void if the cushion shows signs of improper handling or if it is ripped or torn. Improper maintenance or inadequate care could void all or part of the texture retention warranty coverage. Carpet installed outdoors or in areas subject to other than ordinary shoe traffic is excluded from this warranty. Pile distortion or compression caused by furniture, including impressions left by legs of furniture, is not covered by this warranty. Minor indentations, stains, or soil do not constitute structural damage or deterioration requiring replacement under the warranty. Areas subject to roller or wheeled traffic are not covered by this warranty. Warranties are not applicable to carpet or cushion sold as off-quality, second-quality, used or sold as discontinued, excess, or discounted inventory or at discounted pricing. This warranty applies only in the United States and Canada.

**Warranty Requirements:**

In order to maintain and protect the coverage under the terms of this warranty, the Purchaser must do the following:

1. Maintain proof of purchase such as a bill, invoice, or statement from the retailer, showing the date and price paid for the carpet and Healthier Choice Residential Cushion, excluding labor.
2. Ensure that the carpet and cushion are installed according to the guidelines outlined in the Carpet and Rug Institute Residential Installation Standard CRI-105.
3. Maintain and be able to show proof of periodic cleaning by the hot-water extraction method by a professional cleaning service or do-it-yourself system, using equipment certified under the Carpet and Rug Institute's Seal of Approval program. Visit [www.carpet-rug.org](http://www.carpet-rug.org) for a listing of approved products.

Maintain proof of such cleaning in the form of a bill, invoice, or statement showing cleaning service (or do-it-yourself equipment rental). To maintain the Texture Retention warranty requires a minimum of one cleaning every two years. Depending on local factors, more frequent cleaning may be advisable. Please refer to the cleaning recommendations made by the Carpet and Rug Institute at [www.carpet-rug.org](http://www.carpet-rug.org).

Contact IICRC (Institute of Inspection, Cleaning and Restoration Certification) at 1-800-835-4624 for more information on carpet cleaning professionals. Although steam cleaning is a homeowner obligation, it is also a procedure that will help protect your carpet investment and keep your carpet looking better longer.

**Warranty Service:**

**In the event of a problem that is or may be covered by this warranty, The Manufacturer reserves the right to have one of its authorized agents inspect the affected area prior to repair, removal, or replacement. Failure to follow this requirement will void this warranty.**

Notice of a claim under this warranty must be made by the original purchaser and accompanied by the original receipt or invoice. **THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES TO CARPET** not explicitly covered in this limited warranty, whether such damages are claimed on account of breach of warranty, breach of contract, negligence or strict/product liability, including, without limitation, damage to property or other economic losses.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For warranty service, write to:

**HEALTHIER CHOICE FLOORING, LLC**  
401 Jones Street  
Dalton, GA 30720