



Boden Flooring™, Carpet Tile Limited Warranty Document (the “**Limited Warranty**”)

1.1 Coverage

Subject to the conditions and limitations herein, Boden Flooring™, a division of the Rudiger Group Inc., 10330-117ave, Grande Prairie, Alberta, T8V 7S5, Canada (“**Boden**”), warrants its eligible carpet tile products (the “**Product**”) as defined in Schedule A, to be free from manufacturing defects defined in Section 1.2, for the duration of time as defined in Schedule A, from the date of purchase, to perform per the conditions under the Product’s specified intended normal uses – detailed in the Products installation manual that was in effect at the time of installation of the Product; only if the product is installed according to the Product installation manual in effect at the time of installation and the “Carpet and Rug Institute” carpet tile Installation standards in effect at the time of installation.

A warranty claim under this Limited Warranty can only be made by the original owner and user of the property or unit in which the Product is incorporated (the “**End-user**”), and is not transferable or assignable to future and/or additional end-users of the Product unless prohibited by provincial or federal law.

1.2 A product which is not defective will not:

- i) loose more than 10% by weight.
- ii) zipper, delaminate or edge ravel.
- iii) have difference in thickness on the same carpet tile piece.
- iv) have dyelot differences within the same marked dyelot.
- v) loose dimensional stability per the AACHEN test ISO 2551.

2.1 Remedy

To submit a warranty claim, the End-user must provide a written warranty claim (a “**Claim**”), sent via registered mail to Boden, sent to the current mailing address of Boden (at the time of the Claim), within twenty (20) days of the alleged warranty defect. The Claim must include the Product’s original proof of purchase, the physical address where the Product is installed, a detailed description of the alleged warranty defect, and the name and contact information for the installers of the Product.

If the Product is found to be defective by a senior officer of Boden in writing, the End-user’s sole remedy and only obligation of Boden is to reimburse, to the End-user, an amount not to exceed the original cost of the Product (the “**Replacement Cost**”). All warranty dates listed in this document are prorated. Each subsequent passing year the maximum compensation value is reduced by 1 divided by the warranty term. See Schedule A for calculation example.

3.1 Installer / Owner Responsibly

The installer of the Product must carefully examine the Product to acknowledge acceptance of the color, finish and that there are no Product defects before installing. If the Product is not acceptable at the time of installation, the product should not be installed, until the installer or owner are satisfied with the product quality. Once the Product is installed, it is considered as acceptance by the installer and the owner.

The labels on each carton indicate product color, production number(s) and or date(s). The installer must confirm the product number, production number(s) and or date(s) on the cartons match PRIOR to installation. If there is a discrepancy, it must be resolved before the installation begins.

4.1 Conditions and Limitations

Boden reserves the right as a condition of this Limited Warranty to inspect the alleged warranty defect identified in the Claim and shall be provided a reasonable duration of time to test, investigate and inspect the installation before making a determination of the applicability of this Limited Warranty to the Claim.

This Limited Warranty applies only to Product both sold and installed in Canada (excluding Quebec).

This Limited Warranty does not apply to:

- Use of improper adhesive(s)
- Appearance retention, crushing or matting.
- Edge raveling from cut-outs in the carpet tile for floor outlets, pipe protrusions, and other cut-outs made in the carpet tiles.
- Extreme or Abnormal wear areas such as stairs, wear from spiked shoes, ski boots, skates, inline skates, etc.
- Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet.
- Tears or cuts
- Fading, pilling, matting, odor, soiling, stains
- Exposure to substances which degrade or wear the carpet surface, such as improper cleaners or chemicals.
- Improper installation of the Product.
- Damages caused during construction. The Product should be protected with appropriate temporary jobsite protective covering during construction to prevent damage.
- Damage caused by pets.
- Damage due to accidents, abuse, improper usage or intentional damages or neglect.

- Discoloration due to temperatures exceeding those specified in the Product installation guide, fading from UV or sunlight.
- Damage caused from hydrostatic pressure, moisture vapor emission, alkalinity, plumbing leaks, standing water, floods.
- Minor shading variances, color or texture differences not represented in dealer showroom samples or photos from websites or catalogs.
- Damage from improper storage, handling, or acclimation.
- Damage from fire, burns.
- Damage caused by an improper subfloor and or subfloor or structural deflection greater than L/360
- Damage caused by weak, crumbling concrete, concrete which does not meet the requirements set forth in the product installation manual.
- Damage caused by Vacuum cleaners, cleaning machines or equipment rolling loads, appliances, wheels, furniture without proper floor protectors. Never drag items across floor.
- Damage from mold and mildew growth.
- Being installed in an exterior environment

5.1 Effective Date

This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Boden in relation to the Product. This Limited Warranty shall apply to any installation occurring on or after January 1, 2020.

6.1 DISCLAIMER:

NO OTHER WARRANTY TO THE END USER FROM BODEN IS EXPRESSED OR IMPLIED. BODEN SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF CAUSE, SHALL BODEN BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER BASED ON THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY GIVES YOU SEPCIFIC LEGAL RIGHTS; SOME PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

Schedule A

All warranty dates listed in this document are prorated. Each subsequent passing year the maximum compensation value is reduced by 1 divided by the warranty term.

Example i):

A 5 year residential warranty, will reduce in the maximum compensation value by $1/5$ each year. If an approved claim is made in year 3, the maximum compensation value would be $2/5$ (40%) of the original purchase price as defined in section 2.1.

Example ii):

A 10 year light commercial warranty, will reduce in the maximum compensation value by $1/10$ each year. If an approved claim is made in year 6, the maximum compensation value would be $4/10$ (40%) of the original purchase price as defined in section 2.1.

ZimpleLay™ Carpet Tiles

5 years light commercial use

10 years residential use