

Future Foam, Inc.

# Life of the Carpet

## Carpet Cushion Limited Warranty



### “Life of the Carpet” Carpet Cushion Limited Warranty

Thank you for purchasing Future Foam carpet cushion. Future Foam provides this “Life of the Carpet” limited warranty to the original retail consumer who purchased Future Foam carpet cushion from an authorized Future Foam dealer for indoor use in the consumer’s owner-occupied, single-family residence in the continental United States, Alaska and Hawaii.

#### I. What Is Covered and For How Long

- Future Foam warrants its carpet cushion is free from manufacturing and material defects and will remain resilient in wall-to-wall residential installations for the life of the carpet under which it was originally installed. If the carpet cushion loses its resilience, Future Foam will replace the carpet cushion in the affected area with carpet cushion of equal value, free of charge. This includes reasonable installation labor charges.
- Resilient means that the cushion will retain a minimum of 90% of its original thickness. The phrase “life of the carpet under which it was originally installed” means the carpet manufacturer’s original warranty period, but does not include any additional extended warranty period.
- Our “Life of the Carpet” Limited Warranty applies only properly installed indoor wall-to-wall residential installations in the original retail consumer’s owner-occupied, single-family residence in the continental United States, Alaska and Hawaii. Carpet cushion installed on stairs and stairways is excluded from this express warranty. Time-share dwellings, properties available for rent or lease, and commercial applications are specifically excluded from this express warranty.
- The carpet and Future Foam carpet cushion must be purchased together. The time period of the “Life of the Carpet” Limited Warranty begins on the date you purchased the carpet together with the Future Foam carpet cushion. If Future Foam replaces either the affected area or your entire carpet cushion under the “Life of the Carpet” Limited Warranty, the remaining portion of the warranty period will be based on your original purchase date. **No warranties offered by the carpet manufacturer are covered by this “Life of the Carpet” Limited Warranty.**
- This “Life of the Carpet” Limited Warranty is void if the consumer fails to comply with the carpet manufacturer’s recommended carpet care and cleaning procedures.
- This warranty is not transferable to future owners of the original consumer purchaser’s home. Your proof of purchase is needed to determine your eligibility for this warranty.

#### II. How to Get Warranty Service

- If you discover a defect in the Future Foam carpet cushion promptly contact Future Foam for warranty service. **Warranty claims must be submitted to Future Foam on its claim form by the original consumer purchaser, who still resides at the home of original installation.** Any claim for carpet cushion having lost its resiliency in an affected area is subject to Future Foam’s inspection and must be approved prior to removal and replacement. Future Foam’s claim form is available to the consumer at either your dealer’s location or by calling Future Foam, Inc at 1-800-733-8063 during normal business hours.



Dallas, TX (800) 657-9534  
Fairless Hills, PA (800) 523-3616  
Fullerton, CA (800) 550-3626  
Middleton, WI (800) 733-8063  
Orlando, FL (888) 536-7587  
[www.Futurefoam.com](http://www.Futurefoam.com)

### III. Exclusions and Limitations

- FUTURE FOAM, INC., DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IF FUTURE FOAM CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THE “LIFE OF THE CARPET” WARRANTY. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.
- EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, FUTURE FOAM SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, ECONOMIC OR PUNITIVE DAMAGES, RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DAMAGE TO PERSONAL OR REAL PROPERTY (INCLUDING DAMAGES TO CARPET), ECONOMIC LOSSES, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST GOODWILL, OR FOR THE FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS WARRANTY. NO SUCH DAMAGES SHALL BE RECOVERABLE EVEN IF THE REPLACEMENT REMEDIES FAIL THEIR ESSENTIAL PURPOSE. FUTURE FOAM’S TOTAL LIABILITY UNDER ANY LEGAL THEORY WILL BE LIMITED TO THE ORIGINAL RETAIL PURCHASE PRICE PAID BY THE CONSUMER FOR THE FUTURE FOAM CARPET CUSHION EXCLUDING TAXES AND SHIPPING COSTS. CASH REFUNDS WILL NOT BE OFFERED.
- The Future Foam “Life of the Carpet” limited warranty applies only to carpet cushion manufactured by Future Foam purchased by the original consumer from an authorized Future Foam dealer, for use indoors in the original consumer’s owner-occupied, single-family, residence in the continental United States, Alaska and Hawaii. The warranty does not cover carpet cushion installed in any commercial or business, daycare facilities and/or rental properties.
- The “Life of the Carpet” limited warranty is offered in lieu of any other express guarantees, warranties, liabilities or obligations on the part of Future Foam.
- Some states do not allow the exclusion or limitation of implied warranties, incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.