

LIFE OF THE HOME

CARPET CUSHION LIMITED WARRANTY



Thank you for purchasing Future Foam carpet cushion. Future Foam provides this “Life of the Home” Carpet Cushion limited warranty to the original retail consumer who purchased Future Foam carpet cushion from an authorized Future Foam dealer for indoor use in the original retail 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 purchased from an authorized Future Foam dealer for the Life of the Home. Our “Life of the Home” carpet cushion limited warranty assures the original retail consumer that the Future Foam carpet cushion is free from manufacturing and material defects and will remain resilient in indoor wall-to-wall residential installations for as long as the original retail consumer owns and lives in the home in 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 Future Foam carpet cushion will retain a minimum of 90% of its original thickness. This “Life of the Home” Carpet Cushion Limited Warranty is effective only if you purchased the Future Foam carpet cushion from an authorized Future Foam dealer at the same time as you purchased new carpet from the same dealer. Future Foam is expressly not warranting the carpet or extending the carpet manufacturer’s warranty.

Our “Life of the Home” Carpet Cushion Warranty applies only to properly installed carpet cushion and new carpet in 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. “Properly installed” means the carpet cushion is installed in accordance with Future Foam’s installation instructions and the new carpet is installed by a professional installer trained in the installation methods contained in the Carpet and Rug Institute Residential Installation Standard CRI-105. 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 time period of the “Life of the Home” Carpet Cushion 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 this “Life of the Home” Carpet Cushion Limited Warranty, the remaining portion of the warranty period will be based on your original carpet cushion purchase date. No warranties offered by the carpet manufacturer are covered by this “Life of the Home” Carpet Cushion Limited Warranty.

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 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 resilience 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 800-733-8063 during normal business hours.

III. Exclusions and Limitations

FUTURE FOAM, INC., DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND,

LIFE OF THE HOME

CARPET CUSHION LIMITED WARRANTY



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 HOME" 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 CARPET CUSHION EXCLUDING TAXES AND SHIPPING COSTS.

The Future Foam "Life of the Home" limited warranty applies only to carpet cushion manufactured by Future Foam and 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. **THIS WARRANTY DOES NOT COVER CARPET DEFECTS OR CARPET INSTALLATION.**

The "Life of the Home" 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.