

COMMERCIAL CARPET TILE WARRANTY

Date: 1/10/2010

Warranties

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to nylon commercial carpet tile products sold by us. Details about the test methods supporting these warranties are available upon request.

WARRANTIES APPLICABLE TO ALL COMMERCIAL NYLON CARPET TILE PRODUCTS:

FACE FIBER WEAR

We warrant that the nylon carpet tile will lose no more than twenty percent (20%) of its face fiber by weight during the five years of the carpet tile. A claim against this warranty requires the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of carpet from the area that is believed to be worn beyond the terms of this warranty. These samples will be submitted to an independent testing lab for verification.

COLOR PATTERN PERMANENCY

We warrant that the nylon carpet tile will exhibit no pattern loss during Five years of the carpet tile.

DELAMINATION OF BACKING

We warrant that the backing of the nylon carpet tile will not delaminate during the first five years.

TUFT BIND

We warrant that the nylon carpet tile will maintain its tuft bind integrity during the first five years.

FLOOR COMPATIBILITY

We warrant that the nylon carpet tile will not cause a reactivation of old adhesives due to plasticizer migration during the Lifetime of the carpet tile.

ANTISTATIC

we warrants that our Nylon carpet tile will not generate static shock greater than 3.5 kilovolts during the first five years .

FLAMMABILITY

We warrant that at the time of shipment the nylon carpet tile will comply with the applicable provisions of the Federal Flammable Fabrics Act for carpet tile used as floor covering in commercial installations. We however do not represent that this or any other carpet fabric will not burn or generate smoke under actual fire conditions.



ADDITIONAL WARRANTIES FOR MODULAR CARPET TILE PRODUCTS ONLY:

CUSHION RESILIENCY

We warrants that the modular nylon carpet tile with attached cushion will retain 80% of its cushion resilience during the first five years.

DIMENSIONAL STABILITY

the modular nylon carpet tile will maintain its dimensional stability during the first five years.

MOISTURE RESISTANCE

We warrants that the modular nylon carpet tile will resist moisture penetration during the first five years. This warranty does not include moisture penetration at the seams of modular carpet tile.



WARRANTY TERMS AND CONDITIONS:

The following terms and conditions (the 'Warranty Terms and Conditions') apply to all warranties made by Wuxi Fuxing Carpet Co.,LTD (Ecosoft) for commercial nylon carpet tile sold by Federal Sales Corporation and their floor Covering Division. These Warranty Terms and Conditions and related warranties do not apply to non-commercial installations.

The warranties provided herein are in lieu of any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. These warranties are subject to the limitations and exclusions set forth in these Warranty Terms and Conditions and in the individual warranties.

These warranties only apply to carpet installed in accordance with Wuxi Fuxing Carpet Co.,LTD (Ecosoft) then current published instructions for installation and orientation (which are specific for each carpet tile product), installed in an indoor commercial environment and properly maintained in accordance with current, published Wuxi Fuxing Carpet Co.,LTD (Ecosoft) specifications. These warranties shall not apply to carpet tile which has been placed in storage for extended periods, exposed to temperature extremes, or bent or deformed. Additionally, these warranties do not cover damage arising from any use that is different from the normal, intended use of carpet tile, including, but not limited to, (i) damage caused by chlorinated or any other solvent-based cleaning agents;(ii) damage caused by exposure to substances or contaminants which degrade or destroy color in carpet; (iii) damage caused by use of inappropriate maintenance methods or unapproved maintenance service providers, (iv) damage caused by, sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer.); and (vi) damage arising from the condition of the sub-floor (i.e. undue moisture). ECOSOFT is not responsible for any change or modification to the carpet tile which might occur after it leaves Wuxi Fuxing Carpet Co.,LTD (Ecosoft) premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the carpet. In no event shall Wuxi Fuxing Carpet Co.,LTD (Ecosoft) OR Federal Sales Corporation be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise. Service properties such as pile shading, pile crushing, being used as a traffic lane, wear or abrasion and other similar properties are not defects and such properties are not warranted.

Warranty periods, whatever the length and wherever referenced in this document, begin at the date of the

applicable invoice.

Purchaser's exclusive remedy for any and all losses or damages resulting from defective carpet tile shall be the repair or replacement of the carpet tile in the affected area, as determined by Wuxi Fuxing Carpet Co.,LTD (Ecosoft) and Federal Sales Corporation in its sole discretion.

The selected remedy shall reflect the previous usage of the carpet and may take the form of credit toward future purchases. This shall be the purchaser's sole remedy. If replacement is chosen by Federal Sales Corporation as the appropriate remedy, Federal Sales Corporation will not be responsible for additional expenses including but not limited to: (i) labor, (ii) the removal of furniture, partitions, temporary walls and the like which are located on, above, or around the carpet tile installation, or (iii) any ancillary fees or costs, including, but not limited to building charges for use of elevators, air conditioning, utilities, after hours access or charges for freight, shipping or handling. These additional expenses shall be borne by the purchaser.

Replacement will be made with a current, comparable carpet tile.

Warranty coverage is limited to the original purchaser of the carpet tile (which includes anyone purchasing carpet through a dealer), and is not transferable.

OBLIGATIONS OF PURCHASER-OWNER:

- 1 Purchaser/Owner must submit notice of all claims under this warranty within the warranty period and comply with any other obligations under the warranty.
- 2 Claims must be submitted in writing and delivered to Federal Sales Corporation:
- 3 All areas in which carpet tile is to be replaced must be cleared of all furnishings and other items or materials that had been installed over the affected carpet tile at Purchaser/Owner's expense.

WUXI FUXING CARPET CO., LTD

