



**ER3® MODULAR CARPET
15 YEAR LIMITED WARRANTY**

Tandus Flooring ER3 modular styles with nylon face fiber are covered by a limited warranty issued by Tandus Flooring against excessive surface wear, edge ravel, zippering, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber for a period of fifteen (15) years from the date of manufacturer's invoice. Tandus Flooring modular carpet tile must be installed in accordance with the Tandus Flooring Modular Installation & Floor Preparation Instructions and must be maintained in accordance with Tandus Flooring care and maintenance guidelines. The use of Tandus Flooring primers and adhesives, or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

Moisture and pH testing requirements and limitations are defined in the Tandus Flooring Modular Installation & Floor Preparation Instructions for each Tandus Flooring Modular tile product. Product or installation failure due to moisture or pH levels in excess of the limits set forth in these instructions and/or moisture intrusion at tile edges or seams is specifically excluded from limited warranty coverage.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected. More intensive maintenance will also be required for product installed on stairs, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at www.tandus.com/color&pattern. **Appearance retention is not covered by this limited warranty.**

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period.

Tandus Flooring modular styles also carry a limited warranty against excessive static electricity during this fifteen (15) year period only when installed and maintained in accordance with Tandus Flooring approved procedures. Excessive static electricity means more than 3.0 kilovolts at a relative humidity of 20% and a room temperature of 70 degrees Fahrenheit.

If these products fail to perform as described in this limited warranty, the affected area will be repaired to meet the applicable Tandus Flooring limited warranty provisions. If repair is not commercially practical or possible, Tandus Flooring may, at its sole discretion, replace the affected area or refund the original Tandus Flooring invoice cost for the affected area. The selected remedy shall reflect the previous usage of the carpet and may also take the form of a credit toward future purchases. If repair or replacement is required, Tandus Flooring reserves the right to utilize an independent qualified labor provider or Tandus Flooring Field Technical personnel. Replacement will be made with a product of comparable cost from the current Tandus Flooring running line of products.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable Tandus Flooring product tolerances, which are available upon request. **This limited warranty does not cover damage resulting from improper installation or maintenance.** Liability of Tandus Flooring is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Tandus Flooring is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All Tandus Flooring Limited Warranty and Maintenance Information can be accessed at www.tandus.com/limitedwarranty and www.tandus.com/maintenance or by dialing 800-248-2878.

THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION. TANDUS FLOORING SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE, ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF TANDUS FLOORING.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TANDUS FLOORING, EXCEPT AN OFFICER OF TANDUS FLOORING, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN.

Invoice No. _____ Company Installed _____
Product(s) _____ Color _____
Project Name _____ Total Square Yards _____
Project Address _____
Specific Areas Surfaced _____
Date Installation Began _____ Date Installation Completed _____

Authorized Signature

Sworn to and subscribed before me,
This _____ day of _____ 2013