

15^{years}

Warranty certificate

The modulyss® Division of Balta US, Inc. (hereafter the “modulyss® Division”), hereby warrants, solely to the original end use purchaser (hereafter “the Purchaser”), that when used in a commercial contract application, modulyss® modular carpet tiles (hereafter “the carpet tiles”) will be free from the following defects during the below stated warranty period:

- Visible defects: observed before installation of the carpet tiles;
- Hidden defects: reported to the modulyss® Division or a modulyss® authorized dealer (hereafter “Authorized Dealer”) during the warranty period;
- Excessive Wear: under normal use, the carpet tiles will lose no more than 10% of their surface pile weight from abrasive wear during the warranty period. “Abrasive wear” includes fiber loss of the carpet tiles through normal abrasion. It does not include crushing or flattening of the carpet pile, nor staining, soiling, fading or change the carpet appearance, nor fiber loss due to abnormal use of the carpet tiles;
- Excessive Static: under normal use, carpet tiles will not generate static build-up during the warranty period in excess of
 - dBack: ≤ 2 kV according to ISO 6356
 - Bitumen: ≤ 2 kV according to ISO 6356
- Edge ravelling/zippering: under normal use, that carpet tiles will not edge ravel during the warranty period;
- Delamination: under normal use the secondary backing of the carpet tiles will not delaminate from the face carpet during the warranty period. Chair pads are recommended under roller caster chairs to prevent premature wear of the carpet surface;
- Dimensional Instability: under normal use the carpet tiles will provide dimensional stability during the warranty period per
 - dBack: $\leq 0.2\%$ (shrinkage and extension in both directions) according to EN 986
 - Bitumen: $\leq 0.2\%$ (shrinkage and extension in both directions) according to EN 986
- Poor colorfastness: under normal use, correct installed carpet tiles will not change color during the warranty period due to exposure to:
 - Water
 - Solution Dyed Fibers: ≥ 4 according to EN ISO 105-E01
 - All others: ≥ 4 according to EN ISO 105-E01
 - Light
 - Solution Dyed Fibers: ≥ 7 according to EN ISO 105-B02
 - All others: ≥ 5 according to EN ISO 105-B02

The warranty period starts at the time of ordering of the carpet tiles and is limited to a period of 15 years or for the period the carpet tiles are owned and maintained by the Purchaser, whichever comes first. It extends only to the Purchaser and is not transferable. Presentment of the original invoice for the carpet tiles, as issued by the modulyss® Division or its Authorized Dealer, is required to assert any warranty related claim and should be provided at first request of a modulyss® Division representative or Dealer.



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styles in carpet tiles

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The carpet tiles must be installed in accordance with the installation instructions as published on the modulyss® Division-website (www.modulyss-us.com). The use of modulyss® branded adhesives is required to ensure optimum results and are the only approved adhesives warranted by the modulyss® Division. Failure to abide by the above mentioned installation instructions will result in this warranty being null and void. If the Purchaser has any questions or uncertainty with respect to the above mentioned installation instructions, the Purchaser should contact the Authorized Dealer or the modulyss® Division (info.us@modulyss.com) for clarification prior to installation of the carpet tiles.

The carpet tiles must be maintained in accordance with the cleaning instructions as published on the modulyss® Division-website (www.modulyss-us.com) or in accordance with the special cleaning instructions provided for special applications and uses. Failure to abide with above mentioned cleaning instructions will result in the warranty being null and void. If the Purchaser has any questions or uncertainty with respect to the above mentioned cleaning instructions, the Purchaser should contact the Authorized Dealer or the modulyss® Division (info.us@modulyss.com) for clarification.

This warranty does not cover disfigurement or any damage caused by abnormal use or any damage to the carpet tiles not arising out of a manufacturing defect in the carpet. This exclusion from warranty coverage includes but is not limited to:

- damage caused by abnormal use, burns, cuts, fading, matting, pills, pulls, odors, soiling, staining or tears;
- damage due to improper installation or due to improper cleaning agents or methods;
- edge ravel due to cuts in the carpet tiles for access to floor outlets or trench header ducts;
- differential fading due to light exposure, shading, pile crush, dye lot differences or soiling;
- improper use of the carpet tiles;
- damage due to moisture or alkalinity in the substrate.

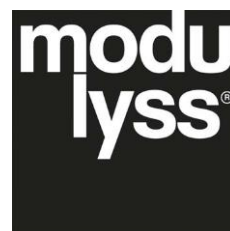
Carpet tiles installed on stairs or in areas subject to abnormal foot-traffic use (e.g. golf spikes, other spiked footwear, ski boots, and the like) are excluded from the warranty.

After discovery of the alleged defect, the Purchaser should notify the dealer and/or the modulyss® Division's sales representative of its claim within 10 working days by e-mail (info.us@modulyss.com*) or registered mail () detailing the issue. A copy of the original invoice (and any other documents establishing proof of the Purchaser's identity and the purchase), as well as a photograph/sample showing the warranty problem must be included.

The modulyss® Division will designate a representative to inspect the carpet tiles and evaluate the warranty claim. In case a defect covered under this warranty is found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, the modulyss® Division may, at its sole option, replace the affected carpet or refund the purchase price for the affected area less a usage charge equal to 6.7% of the value of the carpet tiles at the time of ordering for each year elapsed from the date of ordering, prorated on a per diem basis for partial years. Replacement carpet will come only from current running-line products comparable to the warranted product.

The modulyss® Division will pay the reasonable costs for freight and labor incurred to effect repairs or replacements covered under this warranty. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the carpet tiles will be at the Purchaser's expense. Nor shall the modulyss® Division's obligations include the indirect, incidental or consequential costs arising from the interruption of the use of the spaces affected.

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If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavour to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty, or breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia and in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.

This warranty is exclusive, and in lieu of all other warranties expressed or implied, whether pertaining to the carpet tiles or the manner of their installation and whether arising by law, custom, conduct, or usage or trade, and supersedes any additional or inconsistent warranty(ies) set by the Authorized Dealer, Purchaser, or any third party. All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, or those arising by model or sample, are expressly disclaimed.

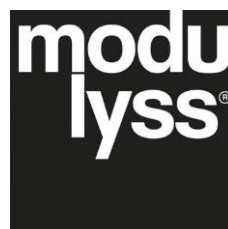
The rights and remedies provided in this warranty are exclusive and in lieu of all other rights and remedies. Under no circumstances will the modulyss® Division be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable.

No modification of this warranty shall be effective unless in writing and signed by an authorized representative of the modulyss® Division.

Please Note: This warranty only applies for the United States and Canada.

** In order to avoid possible spam related issues, the Purchaser must contact the modulyss® Division by any means possible if a responding e-mail has not been sent by the modulyss® Division within a period of 48-working hours.*

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