

Beaulieu Canada Commercial Warranty

This limited warranty applies only to purchasers of Beaulieu Canada products for indoor commercial installations. This limited warranty is valid only if signed below by Beaulieu Canada's authorized Representative, the Owner, and by the Flooring Contractor. Provided the carpet has been installed and maintained in the specified commercial location in strict accordance with Beaulieu Canada's instructions, procedures and the Owner meets its obligation hereunder, including the use of a premium brand adhesive and latex seam sealer, Beaulieu Canada (subject to the following limitations and remedies) warrants to the designated Owner the following:

I. Items Under Warranty

1. WEAR - Beaulieu Canada warrants that the carpet will not wear more than 10% of its surface pile weight from abrasive wear for a period* of 10 years from the installation date. By abrasive wear it is meant fibre loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor due to abnormal usage of the carpet.

2. STATIC PROTECTION - Beaulieu Canada warrants the carpet will not accumulate and transfer static discharges in excess of 3.0 KV for the lifetime* of the carpet when tested in accordance with the AATCC Test Method #134-1979.

3. EDGE RAVEL - Beaulieu Canada warrants that the carpet will not edge ravel along seams for a period* of 10 years from the installation date. All carpet seams must be trimmed correctly and sealed with properly applied seam sealer on both cut carpet edges and unprotected edges that meets another floor covering material.

Use latex based seam sealer, we recommend Roberts 8015 or comparable substitutes.

4. LIGHTFASTNESS - Beaulieu Canada warrants to the original commercial purchaser, for a period* of 10 years following the original installation, that the above applicable carpet will not display a significant color change due to light exposure. The colorfastness rating shall be at least equal to AATCC Standard L5 except for light colors where L3 is acceptable after 40 AATCC fading units using AATCC grey scale for colour change. Light colors are defined as 1/25 or below of standard depth.

5. STAINING - Beaulieu Canada guarantees that, for the period* of ten years from the date of original purchase, that this carpet will resist permanent stains caused by food and beverage spills. The colorfastness rating shall be at least equal to AATCC Standard L5 except for light colors where L3 is acceptable after cleaning using AATCC grey scale for colour change. Light colors are defined as 1/25 or below of standard depth. Excludes general soiling, discoloration, and exposure to substances or contaminants, which degrade or destroy nylon yarn or the colour of the carpet. Also this guarantee specifically excludes carpet which has been surface treated with material not recommended or approved by Beaulieu Canada, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by Beaulieu Canada.

6. DELAMINATION - Beaulieu Canada warrants that the carpet will not delaminate for a period* of 10 years from the installation date. Chair pads are not required, but are recommended for optimum textural performance.

* The Warranty described above for a period of 10 years from the installation date is valid as long as the carpet remains installed in the original location and is owned by the original purchaser.

II. Limitations - This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of a defect to the carpet. For example, the warranty does not cover tears, burns, cuts, installation on stairs or damage resulting from improper cleaning methods, or damage in transit.
2. Differential fading due to light exposure, shading, pile crush, dye lot differences, and soiling.
3. Any condition that would have had a visible defect upon inspection prior to installation.
4. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Obligations of Owner

1. The Owner must submit notice of all claims under this limited warranty to Beaulieu Canada within the specified warranty period.
2. Claims must be submitted in writing and delivered to:

Beaulieu Canada

Attention: After Sales Services

335 Roxton Street

Acton Vale, QC J0H 1A0

3. All areas in which carpet is to be replaced under the terms of this limited warranty must be cleared of all equipment, furnishings, partitions, and the like that have been installed over carpet subsequent to the original carpet installation, at the owners expense.

IV. Warranty Remedies

1. After receipt of proper written notice of claim, Beaulieu Canada will designate a representative to inspect that carpet with the Owners representative and Beaulieu Canada will meet all warranty obligations.
2. Subject to any monetary adjustment as may be agreed to upon in writing by Beaulieu Canada, and subject to the above warranty limitations and Owner obligation. Beaulieu Canada shall repair or, at its sole discretion, replace any designated carpet sold by it containing a defect covered by the above limited warranty, at no expense to the owner.
3. Any replacement will be made with a comparable product selected by Beaulieu Canada from the then-current Beaulieu Canada running line. However, Beaulieu Canada's obligation shall not include the reimbursing of any indirect costs or consequential damages, however, incurred. By way of example, and not limitation, damages arising from interruption of use of the spaces affected, nor expenses in removing furniture from the affected area be included in our obligation.
4. The remedies provided in connection with the limited warranty are expressly in lieu of any other remedies provided under any other expressed or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of Beaulieu Canada.

V. Mediation/Arbitration

1. If a dispute arises out of or relates to this limited 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, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration in accordance with The Canadian Commercial Arbitration Centre's Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court to have jurisdiction thereof.
2. Neither party nor the arbitrators may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
3. Arbitrators shall be appointed as provided by the Canadian Commercial Arbitration Centre's Commercial Arbitration Rules.
4. In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Canada.

VI. Beaulieu Canada hereby issues its limited warranty to the Owner named below. This limited warranty is only valid when this form is properly executed by the Flooring Contractor, the Owner and Beaulieu Canada Commercial Carpet's representative.

Owner Name:
Address:

Place of Installation
Name:
Address:

Style Name:
Style #:
Square Yards:

Beaulieu Canada Invoice Numbers (Attach Invoice Copies)

Invoice # : _____ Date: _____
Invoice # : _____ Date: _____
Invoice # : _____ Date: _____
Invoice # : _____ Date: _____

Dealer Name:
Address:

Date Installation Completed:



The undersigned dealer hereby certifies that the above carpet was installed in strict accordance with Beaulieu Canada's written installation instructions and procedures. In consideration of Beaulieu Canada's extending the foregoing limited warranty knowing that Beaulieu Canada and the Owner will rely hereupon, the undersigned hereby agrees to hold Beaulieu Canada and the Owner, jointly and severally, harmless from any damage or liability, including reasonable legal fees, arising out of or in connection with the installation of the carpet in the event it was not completed in accordance with this certification.

Dealer

Authorized Signature: _____

Date: _____

Name and Title:

Owner

Authorized Signature: _____

Date: _____

Name and Title:

Beaulieu Canada

Authorized Signature: _____

Date: _____

Name and Title:

Date Issued: _____

Warranty #: _____

Beaulieu Canada

Attention: After Sales Services

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800-387-3155