Lifeproof™ Carpet Cushion Limited Lifetime Warranty

Palziv North America, Inc. (“PNA”) has engineered Lifeproof™ Carpet Cushion to continuously provide substantially the same cushioning support and remain waterproof from the day it is purchased for as long as the original retail purchaser owns and lives in the home in which it was originally installed (the “Warranty Period”).

COVERAGE

PNA guarantees that Lifeproof™ Carpet Cushion will retain at least 90% of its original thickness on average over an area of no less than 3 feet by 6 feet through the Warranty Period. PNA also warrants that Lifeproof™ Carpet Cushion will remain waterproof through the Warranty Period, which means that liquid water will not pass through the product, and the structural integrity of the Lifeproof™ Carpet Cushion will not be materially damaged by water exposure.

REQUIREMENTS

PNA’s warranty of Lifeproof™ Carpet Cushion is provided only to the original purchaser who purchased the product from The Home Depot®. It also only applies to the original installation of the padding under new and suitable-grade original carpet and is void if a second carpet is installed over it. The carpet and Lifeproof™ Carpet Cushion must have been properly installed, indoors and wall-to-wall, in an owner-occupied home owned by the original purchaser in the United States of America. “Properly installed” means installed in accordance with the Lifeproof™ Carpet Cushion Installation Guide and the Carpet and Rug Institute Residential Installation Standard CRI-105.

LIMITATIONS

This warranty applies only to the original purchaser, and it is not transferable. For proof of purchase and warranty holder identity, the original purchaser making a claim under this warranty must provide the proof of purchase for the Lifeproof™ Carpet Cushion and its installation in the form of sales receipt(s), invoice(s), or statement(s) that show(s) the date, product, and location purchased and the date of installation. Because original receipts are prone to fading over time, PNA suggests that you make a photocopy or scan your receipt(s) for future warranty purposes. PNA may also require proof of purchase and installation of the carpet installed over the product to verify that it was the original carpet installed with the product, and that it was properly installed.

All claims covered by this warranty are limited to the replacement of the affected Lifeproof™ Carpet Cushion material with material of like grade. This includes reasonable installation labor charges.

Any costs of carpet installation, and any costs associated with moving, removing, or installing furniture, equipment, baseboards/quarter round, or similar items are specifically excluded from the warranty.

EXCLUSIONS

This limited warranty does not cover loss or damage caused in whole or in part by (a) failure of the carpet under which the Lifeproof™ Carpet Cushion is installed; (b) improper installation of Lifeproof™ Carpet Cushion or of the carpet installed over it; (c) improper floor inspection or preparation; (d) damage by pests (including wood-boring insects), flooding, fire, burns, abuse, smoke, excessive heat, chemicals (toxic or non-toxic), molds, natural disaster, owner negligence, and/or neglect; (e) improper handling and maintenance of Lifeproof™ Carpet Cushion before and after its installation, (f) any commercial applications, (g) Lifeproof™ Carpet Cushion having been used for an exterior application, and (h) Lifeproof™ Carpet Cushion having been relocated from the original installation location.

WARRANTY SERVICE

To process a claim under this warranty, the original purchaser must send timely written notice of any claim, within the Warranty Period, to PNA at the address listed below. The notice must describe the product and the claimed defect, and it must include a copy of the original purchase receipt(s). All warranty claims must be submitted to PNA for approval before removal of the product at the place of installation (but partial removal of the carpet is allowed to determine defects or damage). PNA reserves the right to inspect the product as installed at the place of installation prior to removal. Failure to comply with this warranty will render the warranty null and void. PNA will be permitted in its discretion to take, at no cost, samples of the affected Lifeproof™ Carpet Cushion for laboratory testing.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, PNA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTS IN, OR FAILURES OF, THE PRODUCT OR THOSE INCURRED IN THE REPAIR, REMOVAL, REPLACEMENT, OR REINSTALLATION OF AFFECTED MATERIAL. THE ABOVE WARRANTY, REMEDIES, AND LIMITS OF LIABILITY SET FORTH THE PURCHASER’S SOLE REMEDY IN CONNECTION WITH THE PURCHASE OR USE OF LIFEPROOF™ CARPET CUSHION. TO THE EXTENT THAT PNA IS REQUIRED TO HONOR WARRANTIES IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTIES PROVIDED IN THIS DOCUMENT. TO THE EXTENT THE PURCHASE OF LIFEPROOF™ CARPET CUSHION IS THROUGH A TRANSACTION THAT RENDERS THE PRODUCT NOT A “CONSUMER PRODUCT” OR THE PURCHASER NOT A “CONSUMER” UNDER LAW, PNA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitation or exclusion may not apply to you.
- This warranty gives you specific legal rights, and you may have other rights which vary from state to state.
- This warranty supersedes all previous warranties, if any.

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