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125 Carolyn Blvd
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Limited Warranty for SPECTRUM WALK-OFF Products

May 1, 2023

Products Covered – Spectrum Walk-Off Products

General Warranty – ACF-GARDNER warrants these products to be free from defects of workmanship at the time of shipment. However, if these defects are visible, then this warranty applies only to product received, but not installed, altered, cut, damaged, soiled, or otherwise unsaleable.

Limited Three (3) Year General Or Two (2) Year Sunbelt/Florida Fade Warranty – warrants that the face fiber in the above products will not disintegrate for a period of three (3) years under normal conditions in commercial as well as residential outdoor use due to ultraviolet degradation. Shade variation due to UV exposure is not covered by this warranty.

Exclusion of Warranty – No warranty is extended for the use of the products on stairs; in pivot points or areas, in athletic playing areas, for reinstalled product, or for any product that is not properly glued down. Warranty does not apply unless the products have been maintained properly (contact ACF-GARDNER for details). Wet or damp product should not be vacuumed, spots or spills should be cleaned within six hours, and products should be cleaned by shampooing methods, household detergent and water, or steam cleaning methods. The warranty does not apply if these maintenance guidelines are not followed. Labor cost of removing and/or reinstalling replacement materials is not covered by the warranty and the purchaser is fully responsible therefore. The warranty does not cover commercial shade variations or products with visual defects after such product has been installed, altered, cut, damaged, soiled, or otherwise has become unsaleable. The warranty does not apply to samples, close-outs, imperfections, remnants, or any other products sold “as is”.

Except as noted herein, there is no warranty or merchantability or of fitness for a particular purpose or any other warranties by ACF-GARDNER, either expressed or implied, or any affirmation or representation with extends beyond the description contained herein.

Remedy – In the event of a warranty claim established to Spectrum Walk-Off Products’ satisfaction, ACF-GARDNER agrees at its option to repair, to replace the product out of current lines at the time of replacement or to refund (or partially refund) the invoice-price. ACF-GARDNER will assume the cost of replacement product on a depreciating basis based on the replacement cost of the product.

In case of a two-year warranty: first year 100%, second year 50%

In case of a three-year warranty: first year 100%, second year 66%, and third year 33%

REPAIR, REPLACEMENT, OR REFUND CONSTITUTES THE SOLE AND EXCLUSIVE LIABILITY AVAILABLE IN THE EVENT OF BREACH OF ANY WARRANTY BY ACF-GARDNER, EXPRESSED OR IMPLIED, OR ANY AGREEMENT RELATING TO SALE OF PRODUCTS

Limitation or Remedy – In no event shall ACF-GARDNER be liable for incidental, indirect, special or consequential damages (including, but not limited to, incidental or consequential damages for lost profits, lost sales, installation or labor charges, or any other incidental or consequential loss) in connection with the purchase, use or installation of the product, whether due to breach of contract, breach of warranty, the negligence of Spectrum Walk-Off Products or otherwise.

Warranty Procedure – All warranty periods commence on Spectrum Walk-Off Products’ invoice date to its customer. To process any claim under warranty, Dealer of record must complete and submit a claim form along with pictures and a minimum 12-inch by 12-inch sample of the failed product for evaluation, together with a copy of the original receipt to ACF-GARDNER Claims Department. No warranty claim will



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be considered unless the claim is made aforesaid within thirty days after the defect(s) is or should have been discovered and within the applicable warranty period.

All spills should receive immediate attention in order to prevent a "set stain". If in doubt as to the type of cleaning agent to use, contact a professional cleaner. Test your cleaning agent on a small, inconspicuous area of the carpet for color fastness. Always work your way from the edge of the stain towards the center as to not spread the stain. Blot the moist area. Do not scrub the pile surface when doing an overall cleaning. The amount of mechanical agitation must be taken into consideration. Therefore, we strongly recommend the use of "suction only" vacuuming. Brushes and/or beater-bars may create excessive fuzzing, pilling, and distort or damage the surface pile. Except as noted herein, there is no warranty or merchantability or fitness for a particular purpose or any other warranties by Spectrum Walk-Off Products, either expressed or implied, or any affirmation of fact or representation which extends beyond the description contained herein.