

Warranty

Times Square Berber

The following is the Limited Warranty issued by Class A Matting for our Times Square Berber Matting. This warranty begins when the mat is purchased. The mat must be installed and maintained in accordance with industry standards. The Limited Warranty is further limited to the period of time the mat is owned and maintained by the original end-user purchaser. The basis of any warranty related claim is the original Class A Matting invoice.

No warranty of any type is provided for use of Times Square Berber matting on stairs or in athletic playing areas or playgrounds.

Fiber – Abrasive Wear (5 years)

Class A Matting warrants that Times Square mats will lose no more than 15% of the pile face fiber, by weight, during the five (5) year warranty period. This warranty does not cover appearance retention, matting and crushing, and normal appearance changes in high traffic areas. This warranty is for abrasive wearing and does not cover pile face fiber loss due to burns, cuts, gouges, pilling, staining, shedding, soiling, oiling or fading.

Limited Sunbelt Fade Warranty (3 years)

Class A Matting warrants the face fiber in our needle punch polypropylene broadloom products will not disintegrate for a period of three (3) years under normal conditions in outdoor use due to ultraviolet (UV) degradation. Shade variation due to UV exposure is not covered by this warranty. **This warranty is reduced to one (1) year in the states of Arizona, Florida, New Mexico, Texas and the southern halves of California, Colorado, Hawaii, Nevada, and Utah.**

Limited Warranty for Golf Spikes (3 years)

Class A Matting warrants that the face fiber in this carpet will not wear through to the point where the backing is exposed when subject to normal golf spike traffic, such as encountered in pro-shops and locker rooms. The golf spike warranty is for a period of three (3) years under normal conditions in indoor/outdoor use, but specifically excludes pivot points or areas, stairs, and athletic playing areas.

Limitations of Warranty

Class A Matting's obligations under this warranty are restricted to the repair or, at its sole option, replacement of all or a portion of the affected areas. No liability will be assumed for any incidental or consequential damage, loss or expense. No liability will be assumed for commercial shade variations or for materials with visible defects after such materials have been installed. Class A Matting liability under this warranty is limited to the material value of the item to be repaired or replaced. The remedy of repair or replacement set forth in this warranty shall be the sole remedy and Class A Matting shall have no other obligations or liability in connection with any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

The cost of replacement for Abrasive Wear shall be based on a depreciating basis as follows:

1st Year – 100% | 2nd Year – 80% | 3rd Year – 60% | 4th Year – 40% | 5th Year – 20%

The cost for replacement product for Sunbelt Fade and Golf Spikes shall be based on a depreciating basis as follows:

1st Year – 100% | 2nd Year – 50% | 3rd Year – 25%

The obligations of Class A Matting under the warranty are subject to full payment of all monies due to Class A Matting for materials and/or labor. All claims made under the foregoing warranty shall be invalid and null and void unless made in writing to Class A Matting within the warranty period and within thirty (30) days of the Owner learning about the claim. This warranty is not transferable.

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To file a claim, you (the original purchaser) should notify Class A Matting and submit in writing a valid proof of purchase in the form of a sales receipt or other documents, and a detailed description of the problem and/or photographs/samples that clearly show the warranty problem, to:

Class A Matting Warranty
543 Callahan Rd SE
Dalton, GA 30721

This warranty is expressly in lieu of all conditions and warranties expressed or implied in fact or in law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for Class A Matting other than the person authorized to execute this warranty for Times Square Berber, and only the guarantees expressed herein shall apply.