Leggett & Platt FLOORING PRODUCTS

Life-of-the-Carpet Limited Warranty

Leggett & Platt Flooring Products, a Division of Leggett & Platt, Incorporated ("L&P"), is pleased to offer this warranty to the original retail purchaser ("Original Purchaser") of this L&P carpet cushion product ("Product"). L&P warrants to Original Purchaser that the Product at the time of installation (the "Warranty Period"), except where prohibited by law, will be free from manufacturing and material defects caused by L&P ("Defects") subject to the terms and conditions stated in this warranty, for the normal and expected useful life of the new and suitable-grade original carpet (the "Warranty Period") under which the Product was originally installed. In the event of a breach of this warranty, L&P will replace the Product with new cushion of like grade and will cover reasonable local labor costs consisting of removal of the Product and installation of the replacement carpet cushion. Such remedy shall be the Original Purchaser's sole and exclusive remedy for any breach of this warranty.

The warranty shall apply only to Defects which cause the Product to lose all resiliency in wall-to-wall, single-family residential applications when properly installed indoors on structurally sound, dry, clean, smooth, flat, and hard flooring surface(s), under new and suitable-grade original carpet with the same or greater useful life, and subjected only to normal use. Proper installation of the Product means that the Product has been installed in full compliance with L&P's recommended installation instructions for the Product and the carpet manufacturer's recommended instructions for the overlying new and suitable-grade original carpet. This warranty applies only for the normal and expected useful life of the new and suitable original carpet under which the Product was originally installed and shall be void if a second carpet is installed over the Product. Neither this warranty nor any other warranty which may be provided by law shall apply to Product installed in other areas or applications, including but not limited to stairs and stairways, basements or exteriors, areas subject to flooding or dampness, areas of unusually high foot traffic, or any commercial or multi-family applications. Neither this warranty nor any other warranty which may be provided by law shall apply to any damage, loss, or claim arising from or relating to (i) defects caused by improper or inadequate maintenance, cleaning, or care of the Product or the overlying carpet, including without limitation, common household spills or the use of improper or non-recommended cleaning solutions or cleaning practices, (ii) subfloor conditions, accidents, or improper use, application, installation, or service of the Product or the overlying carpet, including without limitation, use of the Product with improperly installed carpet, (iii) shipping or handling, (iv) commercial or other use or application except the single-family residential use specifically described in this warranty, (v) negligence, misuse, alteration, or unauthorized repair, (vi) smoke, fire, flood, tornado, hurricane, earthquake, wind, lightning, any other casualty event, frozen or broken pipes, or any damage or event that is covered or ordinarily would be covered by insurance coverage, or (vii) rips, tears, stains, or soiling. This warranty extends only to the Original Purchaser and may not be assigned or transferred. This warranty is expressly not applicable to any Products sold as off-quality, second-quality, used or sold as discontinued, excess, or discounted inventory or at discounted pricing.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED; PROVIDED, THAT TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW SUCH DISCLAIMER OF ANY PARTICULAR IMPLIED WARRANTY, SUCH WARRANTY IS HEREBY LIMITED TO THE EXPRESS WARRANTY SET FORTH HEREIN AND IS SUBJECT TO THE SAME LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN. IN NO EVENT SHALL L&P BE LIABLE FOR REPLACEMENT OF CARPET OR OTHER FLOORING, OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL L&P BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND REASONABLE LOCAL LABOR COSTS. OTHER THAN THE EXPRESS WARRANTY STATED HEREIN AND ANY IMPLIED WARRANTIES TO THE EXTENT REQUIRED BY LAW, L&P MAKES NO WARRANTIES OF ANY KIND. NO MODIFICATION OF THIS WARRANTY SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF L&P.

To take advantage of this warranty, the Original Purchaser must send timely written notice of any claim, within the Warranty Period, to L&P at the address listed below. The notice must describe the Product and the claimed defect, and must include a copy of the original purchase receipt which shows installation date. All warranty claims must be submitted to L&P for approval before removal of the Product at the place of installation. L&P reserves the right to inspect the Product as installed at the place of installation prior to removal. Failure to comply with this warranty shall render the warranty null and void.

Leggett & Platt Flooring Products
720 Whitley Rd.
Keller, TX 76248

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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