



## LIMITED WARRANTY STATEMENT

### LIMITED PRODUCT WARRANTY

1.0 Athletic Textiles, LLC's rolled and interlocking rubber products are guaranteed to be free of manufacturing defects in material and workmanship and premature wear for 5 years ("Warranty Period"). If there are defects in material and workmanship during the Warranty Period; Athletic Textiles, LLC. will replace or repair the mats, as described herein, at no cost to the owner/end-user. Should defects in material or workmanship be found, it is the owner's responsibility to contact Athletic Textiles, LLC through the point of purchase or directly, as described below. This warranty does not cover dissatisfaction or problems or other damage to the materials due to or as a result of:

1. Improper installations and/or improper maintenance;
2. Fading due to sunlight (Outdoor exposure, abrasions, and ultra-violet rays may cause normal change in the surface color and is not considered a defect under this warranty);
3. Shading (color variation) of individual pieces due to natural rubber variations;
4. Use of harsh and acidic chemicals, acidic foods and abrasive chemicals;
5. Water spotting, petroleum adhesives or floor sealants or abuse;
6. Color variation between samples and/or printed illustrations and actual product;
7. Wear or product degradation expected from the use or environment of installation;
8. Chewing, clawing or other animal destruction;
9. Exposure to chlorine, solvents, acids, or other harmful chemicals; or
10. Acts of negligence, misuse, or willful or accidental external influences including, but not limited to, vandalism, riot, or acts of God or war.

### Terms

1. The warranty is limited to the repair or replacement of products of Athletic Textiles, LLC which are shown to be defective. The owner/end-user agrees not to advance any claim for any other measure of damage or loss. Athletic Textiles, LLC shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs.
2. Athletic Textiles, LLC shall not be liable for any damage, loss or claim whatsoever unless:
3. The manufacturer is notified in writing within fifteen (15) days of any occurrence which might give rise to a claim.
4. The owner/end-user has obtained written authorization from Athletic Textiles, LLC prior to making any repairs or alterations on or through the surface which may affect the integrity of the materials;
5. Athletic Textiles, LLC is first permitted to inspect the allegedly defective product or cause of the alleged loss, damage or claim;



## Terms Continued

6. The material is installed according to the written instructions provided by Athletic Textiles, LLC and used only as intended by Athletic Textiles, LLC
7. If, after inspection, Athletic Textiles, LLC determines that there has been a material defect in the product within the Warranty Period described in Paragraph 1.0, the liability of Athletic Textiles, LLC and the remedy of the owner/end-user shall be limited, at the sole option of Athletic Textiles, LLC to either: (a) delivery of repair or replacement material for the impacted area, or (b) credit to be applied towards the purchase of new material. The value of either remedy shall be pro-rated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum pro-rated value of either remedy shall in no case exceed the original purchase price.

## Limitation of Warranty:

1. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
2. ATHLETIC TEXTILES, LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.
3. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR DAMAGES.
4. NO AGENT OR REPRESENTATIVE OF ATHLETIC TEXTILES, LLC HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR GUARANTEE NOTSTATED HEREIN.

## Disclaimer:

- Recycled rubber, as with any recycled product, can vary. Tolerances in thickness and width have been made as stringent as is possible, but some variance is to be expected.
- Rubber's nature is to expand and contract with changes in temperature and humidity.
- Rolled rubber product is not designed to be used in any manner or for any purpose not expressly identified by Athletic Textiles, LLC. Uses outside of scope shall not be subject to warranty claims.

