

FlexTuft Vulcanized and Non-Vulcanized Rubber Tile Limited Warranty

COMPANY INFORMATION

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LIMITED WARRANTY

Flexco Corporation manufactures and markets its floor products under the trade name Flexco®. Flexco warrants Vulcanized and Non-Vulcanized FlexTuft for a period of five (5) years from date of installation to be free of defects in material and workmanship. Flexco warrants Vulcanized and Non-Vulcanized FlexTuft for a ten (10) year Limited Wear Warranty. Flexco warrants Vulcanized and Non-Vulcanized FlexTuft for the useful lifetime of the product against delamination. Flexco does not guarantee Vulcanized or Non-Vulcanized FlexTuft installed in a linear or non-parquet manner. Flexco does not guarantee Vulcanized or Non-Vulcanized FlexTuft products against fading or discoloration when exposed to direct sunlight or indirect sunlight. This Limited Warranty only applies to Flexco Vulcanized or Non-Vulcanized FlexTuft that has been installed, maintained, and used strictly in accordance with Flexco's written instructions and is valid only under normal wear and traffic conditions in a use for which it was designed. Obtain installation instructions from a Flexco distributor, www.flexcofloors.com, emailing installhelp@flexcofloors.com or by calling 1-800-633-3151. Make any notice of any defect in writing to Flexco within thirty (30) days after buyer learns of the defect. Return no merchandise to Flexco without prior inspection and written approval. Buyer's sole and exclusive remedy for breach of this Limited Warranty shall be a pro rata credit, based on the period remaining in this Limited Warranty, toward the purchase of new FlexTuft, or in the event, FlexTuft is not available, other Flexco tile. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of FlexTuft or the last price if FlexTuft is not available. If suspecting excessive wear, the original purchaser must contact Flexco and consent to an inspection of the floor. If Flexco determines excessive wear, and the flooring properly installed and maintained; Flexco will replace the floor based on the following terms. Within one-year, Flexco will provide material of the same or similar nature and reasonable labor after submission in writing and prior approval. Between one and two-years, Flexco will provide material of the same or similar nature and fifty-percent (50%) of reasonable labor after submission in writing and prior approval. After two-years and prior to ten-years, Flexco will provide material of the same or similar nature to repair or replace the defective material. Flexco will not pay labor cost associated with the replacement. In no event shall Flexco be liable for incidental or consequential damages, even if some other provision of this Limited Warranty is unenforceable. Buyer waives all other claims, and remedies against Flexco, whether statutory, based in common law or in equity, and including, but not limited to, direct, indirect, special, incidental, and consequential damages. In order to use this Limited Warranty, Buyer must present proof of time of purchase to Buyer's Flexco representative. Flexco shall have no liability whatsoever to Buyer in the event the goods become defective if such defect is caused in whole or part by cuts, tears, vandalism, fire, willful destruction, improper installation, or improper maintenance, accident or act of God. These warranties are expressly in lieu of any other warranties expressed or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose. By retaining Flexco's merchandise for more than five (5) days after receipt of such merchandise, Buyer agrees that it accepts the terms of this Limited Warranty and that there are no warranties or rights beyond those contained herein.