



## **Rubber Flooring Tiles and Rolls Limited Warranty**

Nutek Flooring ("SELLER") warrants that Rubber Floor Tiles and Rolls (the "Product Family") sold to the first end user ("END USER") will be free of manufacturing defects in materials for the period of three (3) years. Receipt and installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers. This Limited Warranty applies only to installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

### **I. Requirements**

This Limited Warranty applies only if:

The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

### **II. Method for Obtaining Warranty Service**

To obtain a replacement product under this Limited Warranty, END USER must

(A) provide SELLER with a written notice of any alleged defect within the warranty period stated in Section V and ten (10) days of its discovery, and

(B) send the photographs of the defective product(s) to SELLER, at [www.nutekflooring.com](http://www.nutekflooring.com), with mailing or shipping charges prepaid ("Warranty Claim Procedures").

### **III. Warranty Service Provided**

(A) If the Product shall be provided to SELLER's satisfaction to be defective, within the applicable warranty period described below, SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER's sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be SELLER's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

### **IV. Warranty Period**

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for three (3) years, starting from the date of shipment of the Product from SELLER's manufacturing or distribution facilities, including motor drive or other means of transportation.

### **V. Limitations on Warranty**

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to END USER by SELLER. SELLER does not authorize any other person to give any other warranties on SELLER's behalf. SELLER disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. SELLER further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of product. Implied warranties in

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### **Limited Warranty - continued**

jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein. If END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

#### **VI. Seller's Liability**

SELLER's liability with respect to the Product sold to END USER shall be limited to the warranty provided herein. SELLER shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by seller, or any undertaking, acts or omissions relating thereto. Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of END USER's customers or any third party for any such damages. SELLER shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

#### **VII. Miscellaneous**

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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