

5-year Limited Warranty

Pliteq® Flooring warrants that all products it supplies will meet the applicable product specifications specified by **Pliteq Flooring** and will be free from defects in material and workmanship at the time of shipment from **Pliteq Flooring** and for 1 year (the “Initial Warranty Period”) thereafter.

WARRANTY COVERAGE

Pliteq Flooring warrants that the **VersaRUBBER® ELITE** will be free from defects in material and workmanship subsequent to the Initial Warranty Period and up to five (5) years from the date of original purchase. Original receipt must accompany warranty claim. Abnormal use and/or abuse specifically nullify the warranty on the flooring. This warranty applies only to materials only and does not include any other cost, such as delivery, installation, removal, or labour costs. This warranty is not transferrable.

WARRANTY DURATION

This is a 5-year limited warranty. **Pliteq Flooring** must be notified within 15 days of identification of any defect. **Pliteq Flooring** will then promptly investigate the claim and will make the final determination, in its sole discretion, as to whether the claimed defect is covered under this warranty.

Information and physical evidence required to process claims.

Any segment of **VersaRUBBER ELITE** that meets the warranty criteria will be replaced in conjunction with the warranty coverage schedule below.

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which seller is responsible:
1 or less	80%
2 or less	60%
3 or less	40%
4 or less	20%
5 or less	0%



WARRANTY REMEDIES

- **Pliteq Flooring** warrants each segment of the system to be free from defects in material or workmanship and agrees to replace any segment (product supply only) which discloses such defects when used under normal conditions.
- This remedy covers only replacement of the product, FOB Airdrie, Alberta, Canada. In the event of a Warranty Claim, contact your dealer.
- This remedy is the sole and exclusive remedy available to the Original Purchaser for breach of express or implied representations or warranties with respect to the product.
- Appearance of replacement products may differ slightly from the original product.

WARRANTY EXCLUSIONS

This warranty does not cover product failure caused by:

- Improper installation or maintenance (see installation, care and maintenance instructions) including, but not limited to, the product being installed on top of improper sub- surface preparation or improper adhesive use.
- Improper disassembly (based on instructions that provide proper disassembly procedure).
- An act of negligence, abuse, accident, misuse, including, but not limited to vandalism, civil disobedience, act of crime, act of war and the like occurs.
- The product is damaged due to occurrence of a natural disaster including, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
- Installation or issues caused by excessive moisture under **VersaRUBBER ELITE** or water migration through concrete, etc.
- The material is used in applications/locations other than those for which it was designed.
- Normal wear over time.
- Gradual changes in color shading due to exposure to sunlight and/or climatic conditions.
- Shading (colour variation) of individual pieces due to natural rubber variations.
- Colour change caused by exposure to UV and/or normal abrasion from pedestrian traffic.
- Difference in color/shading/flecking variations with actual samples, printed illustrations and/or previously purchased **VersaRUBBER ELITE** Tiles.
- Acids, caustic materials or petroleum chemicals and the like, direct or airborne, are or have been in contact with the product.
- Repairs, alterations or modifications made to the surfaces without prior consultation, consent or authorization from **Pliteq Flooring**.

WARRANTY WILL ALSO BE VOID IN THE CASE WHERE:

- The Original Purchaser fails to comply with all terms and conditions stated herein.
- The Original Purchaser denies **Pliteq Flooring** and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
- The original purchaser uses the product for any application other than the one it is intended for.
- Payment for the product has not been made in full.



In the event of a Warranty Claim, proof of purchase from **Pliteq Flooring** or a qualified dealer is necessary for the Warranty to be valid.

LIABILITY LIMITATIONS

The liability of **Pliteq Flooring** for damages resulting from the use or misuse of the product shall in no event exceed the replacement cost of the product, FOB Airdrie, Alberta, Canada.

In no event will **Pliteq Flooring** be liable to the original purchaser or any third party for damages, including any lost profits, lost savings, or other consequential or incidental damages arising out of the use or inability to use the product even if **Pliteq Flooring** and its representatives have been advised of the possibility of these damages.

If an installation is confirmed to have a legitimate warranty claim it is the responsibility of the manager(s) of the facility to secure the site and prevent its use until repairs are made and the site is returned to standard. **Pliteq Flooring** will not be liable for any injuries, incidents or damages that occur on a warranty claim site prior to the site being remedied.

Some jurisdictions do not allow the limitation of liability for incidental or consequential damages so the above may not apply.

