

ProXL Tile or Roll 5 Year Limited Warranty

Subject to the following terms and conditions, *North West Rubber Ltd.*, ["NWR"] hereby warrants to the Original Purchaser that SportFloor **ProXL** (tile or roll) will be free from manufacturing defects.

Warranty Duration

- This is a **five (5) year** limited warranty, prorated as outlined in 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
0-3 years	100 %
More than 3 years, but less than 4	75 %
More than 4 years, but less than 5	50 %

- Unless otherwise approved by NWR, this warranty will commence on the date of sale as documented by an invoice or bill of lading with the Original Purchaser.

Warranty Remedies

- NWR warrants the product to be free from defects in material or workmanship and agrees to replace those products which disclose such defects when used under normal conditions.
- NWR will not accept responsibility under the warranty for anything more than replacement of the product, FOB Abbotsford, BC, 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.

Warranty Coverage

- NWR extends no guarantee for installation or issues caused by excessive moisture under **ProXL** or water migration through concrete, etc.
- NWR strictly monitors color consistency, though exact uniformity of color is not guaranteed from batch to batch.

Warranty Exclusions

- This warranty is in lieu of all other representations, warranties, guarantees, obligations or liability, expressed or implied, including any warranty of merchantability or fitness for a particular purpose other than resilient rubber floor covering.
- The product will not be covered under warranty if/when/for:
 - Improper installation or maintenance of the product, including, but not limited to, the product being found to have been installed with previous damage or irregularities, or installed over uneven/inappropriate sub-surfaces or foreign material such as loose sand, dust, etc.
 - The material is used in applications/locations other than those for which it was designed.
 - Normal wear over time.
 - Heavy use areas (i.e., players' benches, penalty boxes, free weight areas, pivot points or other areas where excessive wear will occur because of the nature of use.)
 - Gradual changes in color shading due to exposure to sunlight and/or climatic conditions.
 - Difference in color/shading/flecking variations with actual samples, printed illustrations and/or previously purchased SportFloor products.

- The product is damaged due to occurrence of a natural disaster including, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
- 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.
- 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 are made to the surfaces without prior consultation, consent or authorization from *NWR*.
- The Original Purchaser fails to comply with all terms and conditions stated herein.
- The Original Purchaser denies *NWR* and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
- Payment for the product has not been made in full.
- In no event will *NWR* be liable to the Original Purchaser or any third party for any 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 *NWR* and/or its representatives have been advised of the possibility of these damages. The liability of *NWR* shall in no event exceed the replacement cost of the product, FOB Abbotsford, BC, Canada.

SportFloor® 2-part Urethane Adhesive is the recommended adhesive for use when installing SportFloor flooring products. This adhesive is VOC compliant and is solvent free.

For **ProXL** warranty compliance, any alternate adhesive being considered for use must be pre-approved by *NWR* in writing (only non-solvent based adhesives will be considered). If these guidelines are not followed, the purchaser acknowledges that this product warranty is void.

In the event of a Warranty Claim, Proof of Purchase from *NWR*, or a qualified dealer, is necessary for the Warranty to be valid.