

# Ohio Rubber Floors

## WARRANTY

### 12 YEAR LIMITED WARRANTY-RUBBER FLOORING

Ohio Rubber Floors warrants to the original Purchaser of rubber flooring the components listed below will at the time of sale conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials and will be free from defects in material and workmanship under normal use and service as outlined below.

"Original Purchaser: means the first purchaser other than distributors and dealers.

"Product" includes rubber flooring tiles distributed by Ohio Rubber Floors, and installation/maintenance manuals, technical data and other advice, if any, provided by OHIO RUBBER FLOORS.

The Original Purchaser must have purchased the product from a certified Ohio Rubber Floors Representative.

### WARRANTY PERIOD

Covered components are warranted to be free from defects in materials and workmanship under normal use and service for a Warranty Period of twelve (12) years from the date of delivery of the Product to the original purchaser. All warranties that covered components conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials are as of the date of sale.

Work performed under this Warranty and Product repaired or replaced is warranted for the remainder of the Warranty Period.

### COMPONENTS COVERED

All rubber flooring and tiles are covered.

No other part or component of the Product or installation of the Product is warranted

### TRANSFERABILITY

The warranty may not be transferred in whole or in part.

### OHIO RUBBER FLOORS RESPONSIBILITIES

If a defect in material or workmanship in a covered component is found during the warranty period, OHIO RUBBER FLOORS will at our place of business or other site approved by us and at our sole choice:

\*Repair the covered component using new, remanufactured or approved, repaired parts and/or components, at our sole choice, needed to correct the defect. Replace in proportion to years of actual use less than ten years at our sole choice any covered components determined by OHIO RUBBER FLOORS to be nonconforming. Replacement costs shall be allocated between OHIO RUBBER FLOORS and Purchaser by prorating those costs. \*For example, if 20 tiles are determined to be nonconforming after two years of use:

Ohio Rubber Floors Will supply 8/10s equal to 16 replacement tiles at no cost to the Purchaser.

Purchaser will be responsible for buying 2/10s equal to 4 replacement tiles.

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## PURCHASER RESPONSIBILITIES

The Purchaser is responsible for:

- \*Proper installation of the Product in compliance with the installation guidelines.
- \*Using the Product in an application for which it was designed in accordance with the Manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the Product.
- \*Properly and adequately maintaining the Product in accordance with the maintenance guidelines.
- \*Ensuring that the Product is not exposed to Petroleum distillants (solvents, chlorine, acidic chemicals), industrial oils or cleaning methods not approved by the Manufacturer.
- \*Notifying OHIO RUBBER FLOORS of any defect promptly and in any event within sixty (60) days of discovering the defect.
- \*Complying with all reasonable requests of the Manufacturer in the administration of the warranty claim, including permitting the Manufacturer to inspect any nonconforming Product as installed before it is removed.
- \*Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the Manufacturer.

FAILURE OF THE PURCHASER TO COMPLY WITH ANY OF THE FOREGOING RESPONSIBILITIES SHALL VOID THE WARRANTY.

## ADDITIONAL LIMITATIONS

OHIO RUBBER FLOORS shall not be responsible for:

- \*Any use or installation which in the sole judgment of OHIO RUBBER FLOORS is improper, such as players' boxes in ice arenas and pivot zones in high traffic areas.
- \*Preparation of a subbase not specifically approved by OHIO RUBBER FLOORS.
- \*Attachments, accessory items and parts not sold by OHIO RUBBER FLOORS.
- \*Integration of the Product with other products, parts or components not covered by OHIO RUBBER FLOORS warranty.
- \*Addition of ingredients at Purchaser's request.
- \*Exact matching of shade, color and color distribution.
- \*Abuse, neglect, alteration, accident, act of God, vandalism and/or improper repair.
- \*Purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of a potential problem.
- \*Normal wear and tear.

## NEGOTIATION

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with OHIO RUBBER FLOORS or its distributor and that Purchaser has agreed to the Limited Warranty subject to these terms and conditions.

## ADDITIONAL TERMS

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by OHIO RUBBER FLOORS.

## DISCLAIMER AND RELEASE

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF OHIO RUBBER FLOORS AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

(A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

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- (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE  
(C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY GROUP (WHETHER ACTIVE, PASSIVE OR IMPUTED)  
(D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

## EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES

OHIO RUBBER FLOORS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT HIS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE PRODUCT.

## APPLICABLE LAW

This warranty, including the Disclaimer and Release and Exclusion of consequential and Other Damages, shall be governed by the laws of the State of Ohio, U.S.A.

## WARRANTY CLAIM PROCEDURE

Claims must be filed in writing and sent to OHIO RUBBER FLOORS within six (6) month of appearance of defect. OHIO RUBBER FLOORS reserves the right to inspect the product. No alteration, replacement, or repair may be carried out during this thirty-day (30) period. Failure to comply with this stipulation will make the warranty null and void. In obtaining refund or replacement, the original owner must submit it's claim along with this warranty certificate, original purchase invoice noting purchase date, pictures of defective products and a detailed description to:

Ohio Rubber Floors  
112 N. Race Street  
P.O. Box 863  
Van Wert, Ohio 45891  
Tel: 567-259-3896  
Fax: 567-259-3897