

Legal & Conditions of Sale

Warranty: Rubber-Cal, Inc. offers the following limited warranty on all floor mats, flooring, mats and matting products for a period of three years from date of sale to the original purchaser of our products.

I. The product will comply with the technical specifications and be fit for those applications as set forth in the manufacturer's published technical and promotional materials at the time of sale. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

II. The product will be free of defects in materials and workmanship (subject to the limitations set forth below) for a period of three years from the date of purchase from the manufacturer. This warranty is limited to the repair or replacement of products which are shown to be defective during the Warranty Period. The owner/ end-user agrees not to advance any claim for any other measure of damage or loss. Rubber-Cal, Inc.

shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs. THIS WARRANTY DOES NOT COVER DISSATISFACTION OR PROBLEMS OR OTHER DAMAGE TO THE MATERIALS AS DESCRIBED IN THE MANUFACTURER WARRANTY STATEMENT.

III. This warranty does not extend to:

1. Products which have been improperly installed.
2. Products installed over improperly prepared sub-surfaces or preparation of sub-base not specifically approved by manufacturer.

c. Normal wear and tear of products.

d. The surface appearance of the product or color inconsistency.

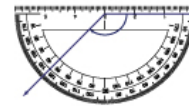
e. Products subject to misuse, abuse, neglect, chemical cleaning, adhesives not recommended for use, or contact not specifically approved by manufacturer.

f. Products which have been altered, modified, fabricated, or amended in any way.

g. Cracking, warping, soiling, fading, improper maintenance or abuse caused during the service life and items such as roller skates, golf shoes, pets, cleat, weight and exercise equipment, etc.

IV. Manufacturer's sole liability under this limited warranty shall be the repair or replacement, excluding installation and other costs, at its option, of product strictly according to the procedures set forth below. The implied warranties of merchantability and fitness for a particular purpose are hereby specifically disclaimed. In no event shall manufacturer be liable for any special, indirect or consequential damages, whether arising out of contract, tort or any theory of law. Rubber-Cal, Inc. shall not be liable for any damage, loss or claim whatsoever unless the material is installed and used according to the written instructions provided by Rubber-Cal, Inc. and used only as intended by Rubber-Cal, Inc.

V. To exercise this limited warranty, manufacturer must be notified within fifteen days of any occurrence giving rise to claim and prior to installation, given opportunity to inspect the product,



and have issued direction to the original purchaser respecting disposition of product to be replaced under this limited warranty. Purchaser shall comply with all reasonable requests of manufacturer in the administration of any warranty claim. Non-compliance with installation instructions and maintenance guidelines as recommended

by Rubber-Cal, Inc. Manufacturer cannot assume responsibility for the suitability of flooring and rubber sheet material and accompanying products for each individual installation, use, and application. As manufacturer has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimension, the installer should not use the piece in question. Such damage is not covered.

VI. NO AGENT OR REPRESENTATIVE OF RUBBER-CAL, INC. HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR GUARANTEE NOT STATED HEREIN.

VII. Exposure to UV light and sunlight will cause color variation to rubber products.

VIII. No returns will be accepted without written authorization from Rubber-Cal, Inc. Failure to comply with the above constitutes a waiver of your claim.

IX. Rubber-Cal, inc. will at its option either repair or replace from current inventory of available products the defective flooring and or rubber sheet, provided the defect is not the result of misuse, accident, abuse or alteration and provided further that the product is used in the manner specifically set forth in literature describing the product which is issued or provided by Rubber-Cal, Inc.