

Rubber Tile Limited Warranty

For a period of one (1) year from date of purchase, Stoler Industries makes the following warranty as to all first quality products of its ALLSTATE rubber tile.

- The merchandise will conform to the contract description. It will be of fair + average quality within the description. It is for the ordinary purposes for which the product is used and it will be adequately packaged + labeled to conform to the label.
- 2 Any defective material will be replaced at no charge if the defect is found PRIOR to installation. If defect is found after installation, all of the above warranties shall be voided. Stoler does NOT warrant the exact matching of any color, shade, mottling, pattern or promise by sales persons or representatives.
- 3 Purchaser must inform Stoler @ 2220 S Hamilton Extension, Dalton, GA 30722 of any claimed defect in writing (via mail or UPS) within 14 days of discovering such defect.
- 4 Stoler reserves the right to inspect the manner and quality of the installation of its product that is claimed to be defective. Stoler assumes no liability for labor costs in the installation of claimed defective products.
- 5 After installation (after 5 days, not before), a standard maintenance program should be implemented. This includes daily sweeping of the floor, application of a metalized acrylic finish, and regular cleaning of the floor. Walk off mats must be used at the entrance to the facility where the floor is installed. Mats must also be used at doorways to kitchen + bathroom facilities.
- 6 Exclusions: Excluded from warranty are: problems caused by moisture, hydrostatic pressure or alkali in the subfloor, problems caused by improper installation or contrary to approved Allstate instructions, the use of non-Allstate approved glue, any and all residential installations, labor on material

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Rubber Tile Limited Warranty *(Cont.)*

installed with obvious defects, damage to tile from high heels or spike shoes, the use of solid color plain tile as an overall field. Installation of tile over particleboards, chipboard or pressboard, the exact matching of shade, color or mottling. Use in commercial kitchens. Any outdoor use. Any expressed or implied promise made by any salesman or representative. Labor costs for installation of original or replacement material. Tiles may have slight color variations that are not detected at the factory. Freight costs.

- 7 All tiles must be dry laid and examined under standard lighting conditions for color acceptance before being installed.
- 8 This warranty applies to the original purchaser only and proof of purchase must be supplied.
- 9 The rights and obligations of the parties hereto and the interpretation, construction and effect of any provision hereof or any contract formed pursuant hereto shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules. Any controversy or claim arising out of or relating to this contract or any actual or alleged breach thereof, which cannot be resolved amicably between the parties, shall be litigated solely in state or federal courts located in the State of Georgia.

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