

RENEW RUBBER FLOOR: Warranty

Allstate Rubber/Stoler Industries (the "Seller") warrants that its ReNew Rubber™ flooring, tiles or roll (the "Product") shall conform to all published specifications, and to any specifications required by Buyer and accepted by Seller, for a period of five (5) years from the date of shipment. Allstate must be notified in writing within fifteen (15) days of any occurrence which might give rise to a claim. Failure to do so will void any and all claims.

Seller warrants that, during the warranty period, the Product shall not exhibit signs of excessive deterioration, as reasonably determined by Seller. All other warranties, including the warranties of merchantability and fitness for a particular purpose, are expressly excluded. Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option, repair or replacement of the defective Product or refund of the purchase price of the defective Product. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever. In no event shall Seller's liability for defective Product sold to Buyer exceed the purchase price thereof.

WARRANTY EXCLUSIONS:

The above warranties do not apply or cover any of the following:

1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer's technical staff.
2. Differences in color/shading/flecking and marbelization variations with any actual samples, printed illustrations and/or previous productions are also excluded under this Limited Warranty
3. Products installed with visible and obvious manufacturing defects.
4. Products installed outside of product limitations found in Technical Data.
5. Discoloration or damage caused by improper or incompatible cleaning products, floor finishes or finish removal products, as well as improper maintenance procedures, tools or machinery.
6. Discoloration or damage caused by subfloor or adhesive pH levels.
7. Discoloration or damage caused by direct and/or indirect UV light exposure.
8. Products that has not been installed in strict accordance with Guidelines and Technical Data.
9. Products that have not been installed with an explicitly compatible adhesive.
10. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions.
11. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or moisture-related issues.
12. Products that have been damaged by negligence or accident, such as tears, burns or cuts.
13. Products that have been damaged by sharp, pointed objects, such as high heeled shoes, spikes or skates, unless explicitly allowed within the Technical Data.

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2220 S Hamilton Extension Dalton, Georgia 30720
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RENEW RUBBER FLOOR: Warranty (cont.)

14. Products that have been damaged by incompatible materials, such as acids, alkalis and solvents.
15. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons, unless explicitly allowed within the Technical Data.
16. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions.
17. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection (per the Technical Data) and installation.
18. Products that have been subjected to conditions of use or maintenance not in strict conformity with the Technical Data.
19. Any Products that have been sold or resold as "seconds", "mill-run", "non-conforming", "as is" or otherwise denoted as non-standard quality.
20. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

Manufacturer, or its designated representative, shall have the right to examine the Product and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of the installed Product prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

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.

WARRANTY CLAIMS:

If, within the applicable warranty period identified in the Warranty Terms, the original purchaser discovers any problems or defects in the Products that may be covered by this Standard Limited Warranty; the original purchaser should notify the Manufacturer's technical department in writing within **fifteen (15) days** of the appearance of defects or irregularities. If the Manufacturer determines that the Products are covered by this Limited Warranty, then the Manufacturer shall, at its sole option and one time only, repair or replace the non-conforming Products or refund the purchase price paid for each defective Product and an amount up to the original cost of labor and material for the affected section of the floor, per the Warranty Terms. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

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RENEW RUBBER FLOOR: Warranty (cont.)

ADDITIONAL LIMITATIONS:

EXCEPT FOR THE EXPRESSED WARRANTIES ABOVE, MANUFACTURER MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL MANUFACTURER LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED INSTALLATION AREA.

THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE IT'S SOLE AND EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE OBLIGATION, FOR ANY BREACH OF REPRESENTATION OR WARRANTY, IS IN LIEU OF ALL OTHER REMEDIES.

PURCHASER MUST BRING ANY LEGAL ACTION FOR BREACH OF WARRANTY WITHIN:

- a. ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED OR
- b. PERIOD PRESCRIBED BY THE APPLICABLE STATUES OF LIMITATION OR REPOSE, WHICHEVER COMES FIRST.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF IMPLIED WARRANTIES. THOUGH THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, THE PURCHASER MAY ALSO HAVE ADDITIONAL LEGAL RIGHTS AFFORDED THEM BY THE APPROPRIATE STATE. EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY VARY BY STATE. FOR FURTHER INFORMATION, CONSULT THE APPROPRIATE STATE CONSUMER AFFAIRS OFFICE OR THE STATE ATTORNEY GENERAL'S OFFICE.

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