

SHEET RUBBER FLOORING: Limited Warranty

For a period of 5 years from date of purchase, Allstate Rubber Corp. makes the following warranty as to its Allstate Sheet Rubber to the first purchaser and ultimate owner of its products. Warranties are not transferable.

1. The merchandise will conform to the contract description. It will be of fair & average quality within the description. It is for the ordinary purpose for which the product is used. It will be adequately packaged and labeled to conform to the label.
2. Any obviously defective material will be replaced at no charge if the defect is found **PRIOR** to installation. If material is installed with an obvious defect all of the above warranties shall be voided. Material must be inspected by contractor **BEFORE** installation.
3. Allstate does not warrant the exact matching of any color, shade, mottling or any promise made by salespersons or representatives.
4. Purchaser must inform Allstate of any claimed effect in **WRITING** at 1099 Wall St West #169 Lyndhurst, NJ 07071 within thirty (30) days after purchaser learns of defect. Notification is to be done by express mail, UPS or overnight delivery. No warranty claims will be processed if received more than thirty (30) days after the applicable warranty period has ended.
5. All claims should include a completed claim form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.
6. Allstate reserves the right to inspect the manner & quality of installation of the product claimed defective at the installation site with respect to any warranty claim. Manufacturer may require additional testing or verification of such test obtained by original purchaser. Allstate assumes no liability for labor costs in the installation of claimed defective products.
7. **EXCLUDED FROM WARRANTY:** Problems caused by subfloor moisture, hydrostatic pressure or alkali. Problems caused by improper installation methods contrary to Allstate instructions. Labor on material installed with obvious defects. Damage to tile from high heels or spiked shoes. Discoloration or damage caused by improper maintenance procedures, incompatible or improper maintenance cleaning products, disinfectants, floor finishes or finish removal products as well as tools or machinery. Problems caused by improper maintenance. Material installed with obvious defects. Problems stemming from premature traffic. Maintenance issues or visual issues when solid/plain color is used as an overall field. Discoloration, fading or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight. Installation over particleboard, chip wood or pressboard. Installation without Allstate approved adhesive. Installation over existing tile or sheet vinyl.

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allstaterubber.com

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SHEET RUBBER FLOORING: Limited Warranty (cont.)

Discoloration or stains due to grease + oil buildup from cooking facilities. All Residential installations. Damages resulting from general use or accidents including (but not limited to) scratches, cuts, burns, indentations, discoloration due to tracking residue from painted surfaces or asphalt surfaces such as driveways. Product sold as "seconds" or "off goods". AllState does not warrant any expressed or implied promise made by any of its salesmen or representatives. This warranty is NOT extended to consumers.

8. 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 law of the State of New Jersey, 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 New Jersey.

9. The purchaser acknowledges that the remedies provided in this limited warranty are its 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 one year after the claim or cause of action has accrued or period proscribed by the applicable statutes of limitation or repose, whichever comes first.

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