

## STAIRTREAD: Warranty

ALLSTATE SURFACES STAIRTREADS + ACCESSORIES

### ALLSTATE STAIRTREADS LIMITED WARRANTY

For a period of one (1) year from date of shipment, Stoler Industries makes the following warranty on all first quality Allstate Stairtread products.

The merchandise will conform to the contract description; It will be of fair and average quality within the description; It will conform to a sale by sample with only such reasonable variation as is acceptable in the trade; It is fit for the ordinary purposes for which the product is used; and It will be adequately packaged to conform to the label.

Any defective material will be replaced at no charge if the defect is found prior to installation. If a defect is found after installation (product failure NOT visual defects), all of the above warranties shall be void unless the proper Stoler brand of adhesive & nose caulking has been used on the installation, and the material has been installed and maintained in accordance with Stoler's instructions. This does NOT include material installed with obvious visual defects. If in doubt stop job and call your local Allstate Rep.

All products must be dry laid and examined under standard lighting conditions for color acceptance before being installed. Tiles may have slight color variations that are not detected at the factory

STOLER does NOT warrant: The exact matching of shade, color or mottling; any expressed or implied promise made by any salesman or representative.

This warranty applies to the original purchaser only and proof of purchase must be supplied.

Purchaser must inform Stoler Industries, Inc., P.O. Box 2587, Dalton, GA 30722; phone number 706-277-1000, of any claimed defect. Any defective material that has been installed using the proper Allstate brand of adhesive will be replaced free of charge, subject to the following conditions: Stoler reserves the right to inspect the manner and quality of installation of its product claimed defective. Stoler assumes no liability for labor costs in the installation of its products claimed defective. The purchaser must notify Stoler Industries at its corporate address listed below immediately upon learning of the defect, subject to the following notification procedure:

The consumer must notify Stoler Industries, Inc., P.O. Box 2587, Dalton, GA 30722; phone number 706-277-1000, within ninety (90) days after claimed defect is discovered in writing. Notification of Stoler Industries shall be by ordinary U.S. mail, FedEx, UPS or any other reasonable means of communication.

[allstaterubber.com](http://allstaterubber.com)

ALLSTATE RUBBER *by Stoler Industries*  
2220 S Hamilton Extension Dalton, Georgia 30720  
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Allstate Stairtreads Warranty (*continued*)

#### EXCLUDED FROM WARRANTY

1. Sales of "Seconds", "Off Goods" or other irregular (non-first quality) material. With respect to "Seconds" or "Off Goods", such are sold "as is", and seller makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular purpose.
2. Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
3. Problems caused by installation contrary to Stoler recommendations.
4. Labor on material installed with obvious defects.
5. Damage to product from high heels, shoe spikes, spiked heels, and wheeled carts.
6. Matching of shades/color.
7. Outdoor use.
8. Wear due to the use of abrasive/safety shoes.
9. Goods installed without the correct Allstate adhesives.
10. VI Strips

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 Disclaimer: Stoler makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose. However, in no event shall any manufacturing defect affecting only the aesthetics and not the performance of any specified product require Stoler to provide anything other than a reasonable aesthetic resolution.

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