

Terrrazzo8™ 20 Year Limited Warranty

Terrazzo8TM is backed by a 20-year limited warranty against wear-through. The limited warranty applies to Terrazzo8 that has been installed using Allstate's approved support products, in strict conformity with our installation and maintenance instructions. In the event of any such failure or wear-through within the warranty period, Allstate's sole obligation is, at its expense, to furnish like or similar Terrazzo8TMtile for the replacement of the individual tiles. The user, at his expense, will perform the replacement. Allstate shall not be liable under any circumstances for incidental or consequential damages of any kind whatsoever such as labor, inconvenience or injury. Allstate Provides No Warranty of Merchantability or Fitness for a Particular Purpose; user shall determine suitability of this product for its intended use and assumes all risks of its use and handing.

NOT COVERED UNDER WARRANTY

- Dissatisfaction due to improper installation, maintenance or misapplication of maintenance materials.
- Damage from stains, scratches, and scuffs, discoloration caused by tracking residue from other surfaces or any intentional misuse of the product.
- Problems due to moisture, alkali or hydrostatic pressure in underfloor.
- Materials installed with obvious visible defects, color variation or shading.
- Dissatisfaction due to subfloor failure or staining and shading originating from the subfloor or improper maintenance.
- Premature wear caused by furniture or other mechanical misapplications or heavy rolling loads.
- Catastrophic occurrences due to weather or fire or flood or geological or terrorist or wartime events.
- Improper selection or use of adhesives.

NOTICE OF CLAIM

All claims must be made in writing and sent to Allstate 1099 Wall St West Lyndhurst, NJ. Photos should be sent to sales@allstaterubber.com. Claims must be made within 30 days after buyer learns of the facts upon which the claim is based. All claims not made in writing or those received after the time period specified above shall be deemed waived.



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LIMITATION OF LIABILITY

The buyer's sole and exclusive remedy against Allstate for a breach of warranty or for damage caused by a defective product shall, at the option of Allstate be limited to repair or replacement of the defective material, or refund of the purchase price. In no case will Allstate be liable for labor to remove and/or reinstall its flooring. In no event shall Allstate be liable for direct, indirect, general, special, incidental, consequential or other damages of any kind whatsoever, regardless of the causes of such damage.

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 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.