

BEKA RUBBER'S STATEMENT OF WARRANTY

GENERAL CONDITIONS

1) BEKA RUBBER (**SELLER**) guarantees these products (**PRODUCT**) to be free from manufacturing defects on both material and workmanship and **offers two (2) year limited warranty from date of sale to first purchaser (USER) for BEKA RUBBER INDOOR TILES SERIES.**

2) **PRODUCT** will comply with the technical specifications and be fit for those applications as set forth in the manufacturer's published technical and promotional materials at the time of sale. **THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

3) To exercise this limited warranty, **SELLER** must be notified within five (5) days of any occurrence giving rise to claim and prior to installation.

4) This Warranty is neither transferable nor assignable by **USER** and shall become null and void upon the transfer of the **PRODUCT** to a different location or to another **USER**.

5) **USER** must verify packing slip matches product order when receiving. After inspecting delivered **PRODUCT** thoroughly, any discrepancies of original order, defect, etc. must be reported to **SELLER**. Any defects must be reported to the place of purchase prior to installation. If such defect is discovered, the **USER** must notify **SELLER** either through the contracting installer/distributor.

6) **SELLER** is fully committed to providing safe and environmentally friendly products to our customers. We pride ourselves in being an eco-friendly company with a large variety of products made from recycled rubber materials. We offer rubber flooring, rubber mats and even industrial rubber rolls made from recycled rubber and 100% new EPDM.

Recycled rubber and reclaimed rubber are for the most part by-products of used tire crumb. Since the origin of the exact tire and/or rubber material recycled and used for the sake of the production of a specific rubber parts is unknown, and since it is not feasible to test every tire that is recycled, some products may present small pieces from rock, linen, or metal.

Rubber, as material, is always subject to small dimension changes due to its natural features and weather and environment temperature changes. Rolls and tiles may get slightly thinner or thicker and/or shorter or longer during their life. Such rubber behaviors are not covered by the Warranty.

7) **SELLER** does not guarantee, warrant or offer any patent or trademark protection to **USER**. **SELLER** shall not be obligated, liable or in any way responsible to **USER** because of any alleged/actual violation of patent or patent-rights, trademarks or intellectual or property rights arising from or in connection with the sale or use of the product.

8) **USER** shall comply with all reasonable requests of manufacturer in the administration of any warranty claim. **SELLER** cannot assume responsibility for the suitability of flooring and rubber material and accompanying **PRODUCT** for each individual installation, use and application, since **SELLER** has no control over the installer's proper application. Should an individual piece be doubtful as to appearance or dimensions (other than described in TDS), the installer should not use the piece in question. Such damage is not covered.

NO AGENT OR REPRESENTATIVE OF BEKA RUBBER HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR GUARANTEE NOT STATED HEREIN.

9) *SELLER* shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs. *SELLER* specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of distributors' customers or any third party for any such damages. *SELLER* shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

This Warranty shall be applicable ONLY IF:

1. *SELLER* receives written notice of any defect no later than FIVE (5) days after *USER* first has knowledge thereof.
2. *PRODUCT* has been stored and handled properly, before, during and after Installation.
3. *PRODUCT* has not been used other way than stated by *SELLER* nor been involved in any accident.
4. *USER* has not (either himself or through a third party) performed or attempted to perform repairs or corrective work without *SELLER*'s prior written approval.
5. *SELLER* is given a reasonable opportunity to inspect the *PRODUCT* and determines that it is defective.
6. *SELLER* has received full payment of the purchase price of the *PRODUCT*.

This warranty does not extend to:

- a. Dissatisfaction due to improper installation, normal wear or quality of installation expected from the use or environment of installation, damage from improper maintenance or usage, or general misuse, abuse or neglect including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, etc.
- b. Normal wear/tear of the product. Rubber chipping or Rubber color fading, are considered normal wear by use and, therefore, they are not covered under warranty .
- c. Damages from cleaning products not recommended by *SELLER*. or maintenance methods others than those recommended by *SELLER*.
- d. Slight shade variations or shade variations due to exposure to direct sunlight, or differences in color between samples or photographs and actual flooring.
- e. Products installed over improperly prepared sub-surfaces or preparation of sub-base not specifically approved by *SELLER*.
- f. Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
- g. Material installed with obvious defects.
- h. Damage to flooring products from high heels, spike heels, rubber mats, rubber backed mats or car tires.
- i. Products which have been altered, modified or amended in any way.
- j. Differences in color, thickness, dimensions, shade or mottling inside tolerances described in products' TDS.
- k. Labor costs for installation of original or replacement material.
- l. Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- m. Damages occurred during shipping.
- n. Products damaged in environments where the product will be exposed to vegetable oils, grease, or petroleum based materials.