

WARRANTY TERMS

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

BEKA RUBBER (**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.

GENERAL CONDITIONS

1) BEKA RUBBER (**SELLER**) guarantees **VFM SERIES RUBBER TILES, PREMIUM SERIES RUBBER TILES, BEROLL SERIES RUBBER ROLLS** and **OUTDOOR SERIES RUBBER TILES** (**PRODUCT**) to be free from manufacturing defects on both material and workmanship and offers **ONE (1)** year for **VFM SERIES, BEROLL SERIES & OUTDOOR SERIES**, and **TWO (2)** years for **PREMIUM SERIES** limited warranty from date of sale to first purchaser (**USER**):

- **VFM SERIES RUBBER TILES** - BeFit Zero, BeCross Pro
- **BEROLL SERIES RUBBER ROLLS** - BeRoll Dynamic, BeRoll Smyrna, BeRoll Velvet
- **OUTDOOR SERIES RUBBER TILES** - BeHobby, BeFlex, BeFlex EPDM
- **PREMIUM SERIES RUBBER TILES** - BeFit Pro, BeFit Pro Flex, BeCross Pro Flecks.

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) **SELLER** will make sure every loading is done 100% properly and **PRODUCT** is packaged accordingly for transportation. **SELLER** shall not be held responsible for any damages occurred during loading/unloading process throughout shipment to the final destination.

4) **USER** must verify packing slip matches product order when receiving. After inspecting the delivered **PRODUCT** thoroughly, any discrepancies of the original order must be reported to **SELLER**. Any serious defect (except for stated) must be reported prior to installation. If such defect is discovered, **SELLER** must be notified within five (5) days of any occurrence giving rise to claim and prior to installation.

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

6) **SELLER** does not guarantee 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 or actual violation of patent or patent rights, trademarks or intellectual or property rights.

7) *USER* shall comply with all reasonable requests of *SELLER* in the administration of any warranty claim. *SELLER* cannot assume responsibility for the suitability of the 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. In this respect, should an individual piece be doubtful as to appearance or dimension (other than previously described in TDS), the installer should not use the piece in question. Such damage is not covered.

8) *SELLER* shall not be liable of for claims of distributors's customers or any third party for any such damages 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, downtime, shut down or slow down costs or for any other types of economic loss.

This Warranty shall be applicable ONLY IF:

1. *SELLER* receives written notice of any defect no later than TWO (2) days after *USER* first has knowledge thereof.
2. *PRODUCT* has been stored and handled properly, before, during and after Installation.
3. *PRODUCT* is maintained according to cleaning and maintenance instructions provided by *SELLER*.
4. *PRODUCT* has not been used other way than stated by *SELLER* nor been involved in any accident.
5. *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.
6. *USER* has not used dangerous or reactive cleaning chemical products.
7. *SELLER* is given a reasonable opportunity to inspect the *PRODUCT* and determine that it is defective.
8. *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.
- c. Damages from wrongly chosen cleaning products or improper maintenance methods. For proper products and methods see *SELLER*'s *CLEANING/MAINTENANCE GUIDELINES*.
- 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/poorly prepared sub-surfaces 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.

BEKA RUBBER

Flooring that meets your needs

Warranty Terms: Rubber Flooring
Revision: Feb 2023

- i. Products which have been altered, modified or amended in any way.
- j. Differences in color, thickness, dimensions, shade or mottling inside tolerances described above.
- 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.

SELLER uses raw materials from the best providers available in order to obtain the best product possible. As a matter of fact, our production procedure has been designed and built in order to obtain a 99,9% clean rubber granule. However, it is not possible to clean 100% of the recycled material.

It is important to understand that recycled rubber is mainly a by-product of used tire crumbs. SELLER carefully selects recycled rubber granules from OTR or truck tires for these tiles. The granule range for this type of tiles goes from 0,8 to 2,8mm. SELLER makes a great effort to obtain a medium-size granule around 1,4-1,7mm, although it is impossible to break every granule separately. In order to minimize these gaps, SELLER has implemented a 3 step Quality control check. Therefore, some tiles may present up to 3-4 tiny gaps on the surface, with a maximum dimension of the thickest possible granule (2,9mm).

Since the origin of the exact tire and/or recycled rubber material used for the sake of the production is unknown and since it is not feasible to test every tire that is recycled, some tiles may present tiny pieces from rock, linen or even aluminum. In addition, this type of tiles can present some differences in brightness, since we avoid painting the recycled material with chemicals in order to make these tiles as safe as possible.

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