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### **LIMITED WARRANTY & LIMITED WEAR WARRANTY**

*REMP SpA warrants the rubber flooring products sold to be free of defects in material or workmanship and against excessive wear on the following terms and conditions:*

- 1. Warranty against defects in material and workmanship: Thirty-six (36) months from the date of sale to REMP customers.*
- 2. Warranty against excessive wear: See chart: The Limited Wear Warranty, for the different products, listed below.*

*In the event of excessive wear or a defect in material or workmanship in any flooring covered by this warranty, REMP will provide flooring for the repair or replacement of any such defective flooring to the extent necessary to cure any defect or excessive wear in such flooring. The obligation of REMP under this warranty shall be limited to supplying flooring for the repair or replacement of any flooring, which under normal conditions of use and service proves to be defective because of excessive wear or because of any defect in material workmanship during the periods set forth above. The obligation of REMP as set forth in the preceding sentence shall be the exclusive remedy of any purchaser under this warranty. Under no circumstances will REMP be liable for labour or any other costs incurred in connection with the repair or replacement of any flooring covered by this warranty.*

*A representative or designee of REMP will have the right to inspect the claimed defect and REMP approval is required for all returns. No returns will be accepted without written authorization from REMP. Failure to comply with the above constitutes a waiver of your claim.*

*REMP will at its option either repair or replace from current inventory of available products the defective flooring, provided the defect is not the result of misuse, accident, abuse or alteration and provided further that the product is used in the manner specifically set forth in literature describing the product which is issued or provided by REMP.*

*Specifically excluded from this warranty is any flooring which has been subjected to neglect or abuse, or which has been altered or has not been properly maintained according to prescribed care and use instructions. Further, excluded from this warranty is any damage caused by the improper installation, repair or adjustment of any flooring covered by this warranty.*

*No claim of defect in material or workmanship will be accepted after the flooring has been cut or installed.*

*To obtain performance of any warranty obligation, the purchaser must provide REMP with written notice, including proof of purchase to the above address within ten (10) days of the discovery of any excessive wear or any defect in material or workmanship.*

## **WARRANTY EXCLUSION**

- *REMP approved adhesives must be used for the warranty to apply.*
- *Prior to the installation, products must be verified for possible visual defects, colour variations, discrepancies in the thickness and dimension of the products. No claims will be accepted once the products have been cut and /or installed.*
- *REMP does not guarantee against damage occurring to the surface of products caused by high heels (stiletto heels); excessive point-loading; surface damage due to the dragging of items across the surface of the finished floor; or from the effect of chemicals or substances that will attack rubber.*
- *REMP does not guarantee exact matching of shades, colours, marbleization and colour distribution of multicolour products.*

## **USE RESTRICTIONS**

- *REMP products should be used only indoors except where specific products are recommended for use externally.*
- *Extended exposure to direct or glass filtered sunlight may cause fading and/or cracking.*
- *There are chemicals and other substances that will attack rubber. All appropriate testing should be done prior to installing the products in environments where they will be exposed to such contacts. For the use in applications where there is or there maybe presence of oil, grease, animal or vegetable fat, the product Planway DOTFLOOR N - VHP must be used.*

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. FOR PURCHASERS DEFINED AS "CONSUMERS" UNDER APPLICABLE FEDERAL LAW, NO EXPRESS WARRANTY OTHER THAN THAT SET FORTH ABOVE SHALL APPLY AND ANY WARRANTY IMPLIED BY STATE LAW (WHETHER OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE) SHALL BE EFFECTIVE ONLY FOR A PERIOD OF TWELVE (12) MONTHS.

THE OBLIGATION OF REMP UNDER THIS WARRANTY IS LIMITED TO PROVIDING FLOORING FOR THE REPAIR OR REPLACEMENT OF ANY FLOORING WHICH UNDER NORMAL CONDITIONS OF USE AND SERVICE, PROVES TO BE FAULTY BECAUSE OF ANY DEFECT IN MATERIAL OR WORKMANSHIP OR BECAUSE OF EXCESSIVE WEAR. THE OBLIGATION OF REMP AS SET FORTH IN THE PRECEDING SENTENCE SHALL BE THE EXCLUSIVE REMEDY OF ANY PURCHASER UNDER THIS WARRANTY. UNDER NO CIRCUMSTANCES WILL REMP BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR CONTINGENT EXPENSES INCURRED BY REASON OF THE USE, SALE OF DEFECT OF THE FLOORING COVERED BY THIS WARRANTY, OR BY REASON OF ANY CLAIMED BREACH OF THIS WARRANTY. WHERE SOME STATES DO NOT ALLOW LIMITATIONS SET FORTH HEREIN THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS.

### **PRODUCTS WARRANTY**

Planway	15YEARS
Studway	15 YEARS
Easyway	15 YEARS
Stepway	15 YEARS
Sportway	15 YEARS
HE	15 YEARS

*The warranty period will start from the date of supply of the product, by Remp.*

*For the purpose of this warranty "Excessive Wear" means the wearing away on the average of more than .0035" (.09mm) of flooring material per year during the warranty period subject to certain conditions of use and limitations.*