

## **Mats Inc. Limited Warranty For Floorazzo by Mats Inc.**

Mats Inc. warrants that Floorazzo floor coverings (the "Product") sold to the first end user ("END USER") and installed and maintained strictly in accordance with the MANUFACTURER's instructions will be free of manufacturing defects in workmanship and materials under normal use subject to Section VI limitations for a period as provided in Section IV of this Limited Warranty.

### **Receipt and installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.**

This Limited Warranty applies only to indoor installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any Party other than END USER. MATS INC provides no warranty of merchantability or fitness for a particular purpose; the user shall determine the suitability of this product for its intended use and assumes all risks and handling.

### **I. Installation and Maintenance Requirements**

This Limited Warranty applies only if:

- (A) The Product is installed using an installer with a minimum of five years of proven experience in performing work similar to that required for the Product, or an installer who is certified to work with similar flooring. Acceptable certifications must be approved in advance by MATS INC. Without specific prior experience with this specialized product, an expert from MATS INC may be required on site to consult during the installation. Please contact the MATS INC for more information.
- (B) The product is installed and according to the MATS INC's instructions furnished to END USER at the time of purchase, including but not limited to preparing any substrates and subfloors in strict accordance with those instructions; and
- (C) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of MATS INC, or damage done to the product by anyone other than MATS INC.

### **II. Method for Obtaining Warranty Service**

To obtain a replacement product under this Limited Warranty, a claim must be made within the warranty period stated in Section IV and END USER must:

- (A) provide MATS INC with a written notice of any alleged defect within ten (10) days of its discovery, and
- (B) email or mail photographs of the defective product(s) to MATS INC, 37 Shuman Ave Stoughton, MA 02072 or [info@matsinc.com](mailto:info@matsinc.com), and
- (C) permit MATS INC to inspect the installation and investigate the claim necessary ("Warranty Claim Procedures").

### **III. Warranty Service Provided**

- (A) If MATS INC determines the Product to be defective and such determination is made within the applicable warranty period described below, then MATS INC's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at MATS INC's sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be MATS INC's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER's fulfilling its obligations under MATS INC's Warranty Claim Procedures.
- (B) Pursuant to Subsection (A), MATS INC's warranty services will specifically include providing END USER with alternative floor covering of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product.

#### IV. Warranty Period

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for a period commencing from the date of shipment of the Product from MAT INC's manufacturing or distribution facilities. The length of the warranty period is twenty (20) years.

#### V. Exclusions from Warranty

- (A) This Limited Warranty does not apply to outdoor installations.
- (B) This Limited Warranty does not apply to Product sold as seconds or B grade.
- (C) The following is not included under this Limited Warranty:
  - 1. Color deviations as compared to physical, printed, and/or electronic representations
  - 2. Damage caused by improper storage and handling prior to installation;
  - 3. Materials installed with obvious visible defects, color variation or shading;
  - 4. Damage from stains, scratches, scuffs or discoloration caused by tracking residue from other surfaces or any intentional misuse of the product;
  - 5. Premature wear caused by furniture or other mechanical misapplications;
  - 6. Excessive wear from the presence of sand and/or grit on installed material;
  - 7. Periodic adjustments and/or shifting not caused by the Product. Such shifting is normally the result of improper installation or use of improper adhesives;
  - 8. Dissatisfaction due to subfloor failure or staining and shading origination from the subfloor;
  - 9. Dissatisfaction due to improper installation, maintenance or misapplication of maintenance materials;
  - 10. Damage caused by excessive moisture, alkali or hydrostatic pressure in the subfloor;
  - 11. Improper use of adhesives;
  - 12. Damage due to inadequate protective matting at entryways and landings;
  - 13. Catastrophic occurrences due to weather, fire, flood, geographical, terrorist or wartime events;
  - 14. Misuse or abuse of the Product by the END USER; and
  - 15. Damage caused by unreasonable use and/or negligence.

#### VI. Limitations on Warranty

MATS INC's liability with respect to the Product shall be limited to the warranty provided herein. MATS INC shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by MATS INC, or any undertaking, acts or omissions relating thereto.

**MATS INC disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. MATS INC specifically disclaims any liability for property or personal injury damages, penalties, inconveniences, 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 END USER's customers or any third party for any such damages.**

**MATS INC shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever, including damages arising from ownership or use of product.**

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein. If END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

#### VII. Miscellaneous

Any description of the Product, whether in writing or made orally by MATS INC or MATS INC's agents, including specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by MATS INC or MATS INC's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by MATS INC to be such.

We make no warranty of fitness for a particular purpose, including slip resistance, fire resistance or any other safety factors other than our factory specifications.

This Limited Warranty is provided by MATS INC, and it contains the only express warranty provided to END USER by MATS INC. MATS INC does not authorize any other person to give any other warranties on MATS INC's behalf.

OTHER THAN THOSE WARRANTIES EXPRESSLY STATED HEREIN, OUR PRODUCTS ARE SOLD AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.