

## COMMERCIAL WARRANTY Z002

### FLOORING PRODUCTS

This warranty specifically covers Zandur Sustain Cork Rubber, Flex Solid Rubber, Axiom Solid Rubber, Fuze Recycled Rubber, Sustain Cork Rubber Stair Treads and other stairwell products and Solid Cork Flooring. This warranty applies to sport versions of the above products as well. This warranty is limited to product installed according to published Zandur recommendations only.

Zandur products are carefully inspected according to applicable industry standards and established quality assurance programs. Final inspection and approval is the customer's responsibility. The customer must approve and verify that patterns and colors are correct before installation. Many Zandur products are made with a significant content of natural raw materials, therefore slight shade variation is normal and is not considered a defect. Zandur will not accept claims after installation of incorrect material, visually defective material or material that does not meet customer expectations in terms of shade variation or the consistency of color or pattern. Installation of material confirms customer acceptance of pattern, color, shade, appearance and all other visual factors including but not limited to squareness and thickness. All aspects of the limited warranty are subject to the terms and conditions specified herein. In the event that there is any dissatisfaction whatsoever with the product, material may be returned to Zandur PRIOR TO INSTALLATION according to the terms and conditions specified herein. Should material be found to be defective, reasonable return freight charges will be reimbursed by Zandur. This warranty does not apply to adhesives, sealers, finishes or any other installation products supplied by Zandur. Those products are warranted by their original manufacturer. Warranty information on those products is available upon request.

For a period of ninety (90) days after initial invoice date, Zandur warrants that its products meet published technical specifications. Due to the natural content of some of the products, dimensional stability of the product in its *uninstalled* state cannot be guaranteed after this period. Materials must be inspected within thirty (30) days from invoice date to ensure materials are correct and meet customer requirements. Returns will not be accepted on incorrect shipments or visually defective materials after thirty (30) days from invoice date.

For a period of one (1) year after initial invoice date, Zandur warrants its products to be free of manufacturing defects. Zandur warrants its product against excessive wear as is defined below. The limited wear warranty period varies depending upon product line as indicated below. This limited warranty is available only to the original customer.

#### LIMITED WEAR WARRANTY PERIOD:

Sustain Cork Rubber	10 years
Sustain Sport	8 years
Flex Solid Rubber	12 years
Flex Sport	8 years
Axiom Solid Rubber	6 years
Fuze Solid Rubber	10 years
Sustain Cork Rubber Treads	10 years
Solid Cork Full Thickness	12 years
Solid Cork Veneer Tile	6 years

#### ITEMS SPECIFICALLY EXCLUDED FROM LIMITED WARRANTY:

1. Damage due to unusual wear and tear, including but not limited to indentations scratches or other damage caused by high heels, spike heels, furniture, fixtures, free weights or animals;



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2. Visually or otherwise defective material AFTER installation;
3. Damage due to discoloration including but not limited to fading or staining;
4. Discoloration or fading due to exposure to extreme sunlight;
5. Failure due to irregularities in sub-floor, improper preparation of sub-floor or improper use of sub-floor materials;
6. Damage due to moisture including but not limited to subfloor moisture emissions and/or hydrostatic pressure;
7. Damage due to accident, abuse or neglect;
8. Dissatisfaction or damage due to improper maintenance or improper use of maintenance products and/or site applied finishes or sealers;
9. Dissatisfaction, problems or damage due to use of improper installation techniques, use of improper installation tools and/or materials or installation in areas unsuitable for the product;
10. Dissatisfaction based upon shade or color variations in the tiles after installation;
11. Wear through of factory or site applied finishes;
12. Labor and/or other costs associated with sub-floor preparation and/or flooring installation;
13. Materials sold as "Off Goods" or "Seconds" which are sold "as is" and for which no warranties of fitness for a particular purpose or merchantability implied or otherwise apply.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, AND ALL OTHER LIABILITIES AND OBLIGATIONS ON THE PART OF ZANDUR OR ITS PARENT COMPANY RB&G PRODUCTS, LLC. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **NOTICE OF CLAIMS:**

All claims must be made in writing and sent to Zandur at 80 Nottingham Drive, Nottingham, PA. 19362. Claims must be accompanied by original product invoice. Zandur requires that all claims be received within 30 days after buyer discovers reason for the claim. **All claims not made in writing or those received after the time period specified shall be deemed waived.**

### **LIMITATION OF LIABILITY:**

THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST RB&G, PRODUCTS, LLC. OR ZANDUR FOR A BREACH OF WARRANTY OR FOR DAMAGE CAUSED BY A DEFECTIVE PRODUCT SHALL, AT THE OPTION OF ZANDUR, BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIAL, OR REFUND OF THE PURCHASE PRICE. ZANDUR WILL NOT BE LIABLE FOR OR ACCEPT CLAIMS FOR LABOR TO REMOVE AND/OR REINSTALL ITS FLOORING OR ANY OTHER ASSOCIATED COSTS. IN NO EVENT SHALL ZANDUR BE LIABLE FOR DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER, REGARDLESS OF THE CAUSES OF SUCH DAMAGE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### **LIMITED WEAR THROUGH WARRANTY:**

Zandur warrants that its floor covering products will not wear excessively during the time period for the specific product line specified herein. Excessive wear is defined as wear greater than .0035" in thickness per year. The Limited Wear Warranty shall be considered void should maintenance and/or use deviate from Zandur's published instructions and specifications. Zandur shall, at its option, repair or replace damaged flooring or credit end user based upon a prorated schedule of original material cost, the balance of cost to be borne by the end user. This warranty is limited to only the specific damaged material and does not apply to the entire floor where the excessive wear has occurred. Labor and other associated costs are specifically excluded from this warranty.