## **Limited Manufacturer's Warranty**

All Floor Pops Interlocking rubber flooring is warranted to be free from manufacturing defects on both material and workmanship for a period of 3 years. If such a defect is discovered, the customer must notify Floor Pops directly. If found to be defective within three years under normal non-abusive conditions, the sole remedy against the manufacturer will be the replacement or repair of the defective goods, or at the manufacturer's option, credit may be issued not exceeding the selling price of the defective goods.

This three-year warranty shall not cover 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, including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, damage from cleaning products, slight shade variations or shade variations due to exposure to direct sunlight, or differences in color between samples or photographs and actual flooring. Manufacturer reserves the right to inspect / review claims for verification.

## Excluded from Warranty - This three-year warranty does not apply to the following:

- 1. The exact matching of shade, color, or mottling.
- 2. Tears, burns, cuts, or damage due to improper installation, improper use, or improper cleaning agents or maintenance methods.
- 3. Wear from chairs or other furniture without proper floor protectors (will void the warranty).
- a. Care should be taken to protect the flooring from damage by using good quality protective feet for chairs, tables, and other furniture. Chair mats are required under chairs with casters/wheels.
- 4. Labor costs for installation of original or replacement material.
- 5. Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
- 6. Problems caused by uses, maintenance, and installation that are contrary to Floor Pops specifications, recommendations or instructions.
- 7. Material installed with obvious defects.
- 8. Damage to flooring products from high heels or spike heels.
- 9. Damage to flooring products from rubber mats, rubber backed mats, or tires.
- 10. Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- 11. Damage to flooring products from pallet-jacks and tow-motor traffic.
- 12. Environments where the product will be exposed to animal fats, vegetable oils, grease, or petroleum based materials. (i.e.: kitchens or auto repair facilities)

- 13. Premature wear and deterioration from spikes and skate blade exposure.
- 14. Differences in color between products and photography.
- 15. Damaged caused by sharp objects or by the dropping of weights, barbells, dumbbells, plates, etc.
- 16. Damage such as tears caused by heavy rotational loads

IF ANY IMPLIED WARRANTY ARISES UNDER APPLICABLE LAW, THEN ANY AND ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN LIMITED MANUFACTURER'S WARRANTY TO THE EXTENT ALLOWED BY APPLICABLE LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

These warranties are in lieu of any other warranty expressed or implied and are purchaser's sole and exclusive remedy. Floor pops shall not be liable for any incidental or consequential damages which may result from a defect. 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.

These warranties give you specific rights, and you may also have rights which may vary from state to state. To know what your legal rights are in your state, consult your local or state Consumer Affairs Office or your State Attorney General.

Please visit <u>www.floorpops.com</u> for more information or contact the Claims Department at the following:

## Wallpops / Claims

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