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RUBBER KING 5 YEAR WARRANTY

Rubber King warrants to the original Purchaser of **Fitness Mats** the components listed below will at the time of sale conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials and will be free from defects in material and workmanship under normal use and service as outlined below.

"Original Purchaser" means the first purchaser other than the distributors and dealers.

"Product" includes rubber flooring tiles and adhesives distributed by Rubber King, and installation/maintenance manuals, technical data, and other advice, if any, provided by Rubber King.

The Original Purchaser must have purchased the Product from a recognized Rubber King Distributor.

This warranty is subject to each of the following terms and conditions:

Warranty Period:

Covered components are warranted to be free from defects in materials and workmanship under normal use and service for a Warranty Period of five (5) years from the date of delivery of the product to the Original Purchaser. All warranties that covered components conform to the specifications and technical data as set forth in the manufacturer's technical and promotional material as of the date of sale.

Product repaired or replaced is warranted for the remainder of the original warranty period.

Components Covered:

All rubber flooring tiles are covered.

No other part or component of the Product or installation of the Product is warranted.

Transferability:

The Warranty may not be transferred in whole or in part.

Rubber King's Responsibilities:

If a defect in material or workmanship is a covered component is found during the warranty period, Rubber King will at our place of business or other site approved by us and at our sole choice:

- Repair the covered component using new, remanufactured or approved repaired parts and/or components, at our sole choice needed to correct the defect. Replace in proportion to years of actual use less than five years at our sole choice any covered components determined by Rubber King to be nonconforming. Replacement costs shall be allocated between Rubber King and the Purchaser by prorating those costs.
- For example, if 20 Fitness mats are determined to be nonconforming after two years of use:

Rubber King will supply 3/5ths equal to 12 replacement Fitness mats at no cost to the purchaser.

Purchaser will be responsible for 2/5ths equal to 8 replacement Fitness mats.

Purchaser Responsibilities:

The Purchaser is responsible for:

- Proper installation of the Product in compliance with the manufacturer's installation guidelines. If the material is installed in any condition other than specified, Rubber King is not responsible.
- Using the product in an application for which it was designed in accordance with the manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the product.

- Properly and adequately maintaining the product in accordance with the cleaning and maintenance guidelines.
- Ensuring that the Product is not exposed to petroleum distillates (solvents, chlorine, acidic chemicals), industrial oils or cleaning methods not approved by the manufacturer.
- Notifying Rubber King of any defect promptly.
- Complying with all reasonable requests of the manufacturer in the administration of the warranty claim, including permitting the manufacturer to inspect any nonconforming product as installed before it is removed.
- Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the manufacturer.

Failure of the Purchaser to comply with any of the foregoing responsibilities shall void the warranty.

Additional Limitation:

Rubber King shall not be responsible for:

- Any use or installation in which the product was not designed for, will not be covered under the Limited Warranty.
- Preparation of a sub-surface not specifically approved by Rubber King.
- Attachments, accessory items, and parts not sold by Rubber King.
- Integration of the Product with other products, parts or components not covered by Rubber King.
- Addition of ingredients at the Purchaser's request.
- Exact matching of shade, color, and color distribution within the tile and from tile to tile.
- Abuse, neglect, alternation, accident, act of God, vandalism, and/or improper repair.
- The purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of a potential problem
- Normal wear and tear.

Negotiation:

The purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and other damages, were freely negotiated, and bargained for with Rubber King or its Distributor.

Additional Terms:

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by the purchaser in connection of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by Rubber King.

Disclaimer and Release:

The warranties, obligations and liabilities of Rubber King and the remedies of the purchaser set forth in this limited warranty are exclusive and in substitution for, and the purchaser hereby waives, releases and renounces all other warranties, obligations and liabilities, express or implied, arising by law or otherwise, with respect to any nonconformance or defect in the product, including but not limited to: (A) any implied warranty of merchantability or fitness for a particular purpose; (B) any implied warranty arising from course of performance, course of dealing, usage, or trade; (C) any obligation, liability right, claim or remedy in tort, whether or not arising from the negligence of Rubber King (whether active, passive or imputed); and (D) any obligation, liability, right claim or remedy for loss of or damage to any product.

Exclusion of Consequential and Other Damages:

Rubber King shall have no obligation or liability, whether arising in contract (including warranty), tort (including negligence or strict liability) or otherwise for loss of use, revenue or profit, cost of capital, cost of substitute equipment, additional costs incurred by the purchaser at his plant or in the field (whether by way of correction or otherwise), claims by the purchaser, the purchaser's customers or other third parties for damages resulting from personal injury or property damage, or any other incidental or consequential damage with respect to any nonconformance or defect in the product.

Applicable Law:

This Warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages, shall be governed by the laws of the Province of British Columbia, Canada.