Toll Free: 1-877-713-1899
Direct: 1-250-832-7780
eMail: sales@RubberKing.com

RUBBER KING 5 YEAR WARRANTY

RUBBER KING warrants to the original Purchaser of **Challenger Series Flooring** 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 distributors and dealers.

“Product” includes Challenger Series Flooring 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 certified RUBBER KING Representative. 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 materials are as of the date of sale.

Work performed under this Warranty and Product repaired or replaced is warranted for the remainder of the Warranty Period.

COMPONENTS COVERED
All Challenger Series Flooring 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 RESPONSIBILITIES
If a defect in material or workmanship in 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 Purchaser by prorating those costs.

- For example, if 20 tiles are determined to be nonconforming after two years of use:
- RUBBER KING will supply 3/5s equal to 12 replacement tiles at no cost to the Purchaser.
- Purchaser will be responsible for buying 2/5s equal to 8 replacement tiles.

PURCHASER RESPONSIBILITIES

The Purchaser is responsible for:

- Proper installation of the Product in compliance with the installation guidelines.
- Supply all installation documentation in accordance with RUBBER KING's specification and installation guidelines. I.e. RH levels, PH levels, temperature of room and product, acclimation, and dry lay timelines etc. This documentation must be received by RUBBER KING within 30 days of the installation.
- 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 maintenance guidelines.
- Ensuring that the Product is not exposed to Petroleum distillants or solvents in addition to chlorine, acidic chemicals, industrial oils, or cleaning methods not approved by the Manufacturer.
- Notifying RUBBER KING of any defect promptly and in any event within sixty (60) days of discovering the defect.
- 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

EXCLUDED FROM WARRANTY

RUBBER KING shall not be responsible for:

- Installations not installed in accordance to our published installation guidelines.
- Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
- Attachments, accessory items, and parts not sold by RUBBER KING.
- Integration of the Product with other products, parts or components not covered by a RUBBER KING warranty.
- RUBBER KING strictly monitors color consistency, though exact matching of shade, color and color distribution is not guaranteed.
- Abuse, neglect, alteration, accident, act of God, vandalism, and/or improper repair. If the product is damaged due to an occurrence of a natural disaster including, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
- Purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of a potential problem.
- The normal wear and aging of your product due to normal usage is not covered by this Warranty.
- Any defect determined by RUBBER KING not to be due to a defect caused by RUBBER KING (e.g. if it is attributable to alteration, modification, negligence, or misuse by the customer or another person) is not covered by this Warranty.

- This warranty is in lieu of all other representations, warranties, guarantees, obligations, or liability, expressed or implied, including any warranty of merchantability for a particular purpose other than resilient rubber floor covering.
- Any express or implied promise made by any salesperson or representative.
- Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
- Wear from chairs or other furniture without proper floor protectors will void the warranty. Care should be taken to protect the flooring from damage by using good quality protective feet for chairs, tables, and other furniture. Chair mats may be required under chairs with casters/wheels.
- Labor costs for installation of original or replacement material.
- Sale of "Remnants", "Seconds", "Off Goods" or other irregular (non-first quality) flooring materials. With respect to "Seconds", "Off Goods", or "Remnants" such are sold "as is," and RUBBER KING makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.
- Material installed with obvious defects.
- Damage or discoloration to flooring products from rubber mats, rubber backed mats, or car tires.
- Installation of RUBBER KING products with adhesives other than those recommended by RUBBER KING.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Material that is not installed and maintained as recommended by RUBBER KING.
- Environments where the product will be exposed to animal fats, vegetable oils, grease, or petroleum-based materials. (i.e.: commercial kitchens or auto repair facilities.)
- Differences in color between products and photography.
- Density deviations between product, samples, and photography.
- The material is used in applications/locations other than those for which it was designed.
- High stress areas i.e., players' benches, penalty boxes, pivot points and other high stress areas where excessive wear will occur because of the nature of use.
- Damage to flooring products from pallet jack and tow-motor traffic.
- Difference in color/shading/flecking variations with actual samples, printed illustrations, and/or previously purchased RUBBER KING products.
- The mat releases from the adhesive over time due to heavy vehicle (forklift) traffic.
- Slight variations in surface appearance/texture are a common occurrence in the manufacture of recycled rubber product and do not indicate a defect.
- The Original Purchaser fails to comply with all terms and conditions stated herein.
- Repairs, alterations, or modifications are made to the surfaces without prior consultation, consent, or authorization from RUBBER KING. Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the Manufacturer.
- Payment for the product has not been made in full.

NEGOTIATION

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 and that Purchaser has agreed to purchase the Limited Warranty subject to these terms and conditions.

ADDITIONAL TERMS

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by RUBBER KING's Authorized Representative.

DISCLAIMER AND RELEASE

The warranties, obligations and liabilities of RUBBER KING and the remedies of purchaser set forth in this limited warranty are exclusive and in substitution for, and 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 arising from the negligence of RUBBER KING (Whether active, passive, or imputed); and

(D) Any obligations, 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 purchaser at his plant or in the field (whether by way of correction or otherwise), claims by purchaser, 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 defence 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.