15 YEAR LIMITED WARRANTY
GERFLOR® SPORTS FLOOR COVERINGS

Product Warranty Under the Following Terms and Conditions

1. Grant of Warranty

Subject to the terms and conditions set forth below, Gerflor USA, Inc. (hereafter "GERFLOR") grants to Customer this Limited Warranty. GERFLOR warrants that the sport floor covering (hereafter the "Product") shall be free from manufacturing defects for a given period of fifteen (15) years as stated in the Product Chart below, from the date of installation, provided that the Product was used under normal conditions, and was properly maintained per our Maintenance Instructions on a regular basis. As detailed in the Product Chart, the length of the Limited Warranty is dependent on the use of one of the following GERFLOR adhesives in the installation of the Product: (1) Gerfix TPS+ Adhesive, (2) Gerfix 196, or (3) Gerfix Resilient Sheet Spray Adhesive. The Limited Warranty extends only to the original Customer and is not transferable.

2. Notification of Defects (Pre- and Post-Installation)

Gerflor must be notified in writing of any visual defects prior to the installation of the product. Upon inspection and verification of the defect, Gerflor shall, at its sole discretion, replace the defective product at no charge. In the event that a defect is discovered after installation, Gerflor reserves the right to conduct an on-site inspection to assess the condition of the product and determine the extent of the damage, as well as the responsibilities of all parties involved. The Limited Warranty is extended solely to the Original Customer and is valid only when the product has been installed by professional and qualified installers in accordance with Gerflor's written installation instructions.

3. Remedy and Prorated Schedule

Should Gerflor determine that the product is defective and covered under this Limited Warranty, Gerflor shall, at its option, repair or replace the defective material. Such repair or replacement shall be subject to the following prorated schedule:

- **Year 1:** 100% material and reasonable labor cost
- **Year 2:** 100% material and 50% of reasonable labor cost
- **Years 3–5:** 100% material only
- **Years 6–15:** 50% material only

4. Installation and Subfloor Requirements

This Limited Warranty may by no means be applied if the subfloor's condition and the method of installation do not strictly comply with customary practices of the trade and GERFLOR's specifications for the Product's installation provided to Customer or available at www.gerflorusa.com.

5. Exclusions – Conditions Not Covered

This Limited Warranty **does not cover** damage caused, completely or in part, by acts or omissions outside of GERFLOR's control, including but not limited to damages caused by:

- Use of material in a manner for which it was not designed.
- Fire, explosion, specific weather conditions or natural catastrophes.
- Faulty installation.
- Accidents or other fortuitous events.
- Normal wear and tear.
- Errors in design or construction of the installation site.

- Faulty adhesion leading to a lack of bond between the product and the subfloor, whether it be cement or any other material, due to humidity, presence of moisture, trapped water vapor or otherwise.
- Defective subfloor.
- Osmotic blisters, ASR, hydrostatic pressure, or other internal concrete conditions that may lead to failure.
- Defective or absent "moisture vapor retarder".
- Failure by the companies or individuals responsible for the installation to comply with specifications and rules of the trade.
- Defective seams and welding.
- Negligence, inadequate cleaning, or inappropriate maintenance procedures.
- The absence of furniture leg floor protection or insufficiency thereof, or any abusive use of the product.
- Does not cover any adverse effects, damage, loss, or deterioration arising from or related to the use, application, removal, or presence of chemical abatement products, including but not limited to products used for asbestos abatement or remediation.
- The presence or leaching of mercury, mercury vapor(s) or other hazardous materials/waste(s) in/on the product that, in whole or in part, arose/emanated from or is incident to any existing floor(s) located underneath or adjacent to the product or any concrete/earthen subfloor(s) located underneath or adjacent to the product.
- Unpredictable wear and tear on certain areas.
- Deterioration of shine for whatever reason.
- Wear from chairs or furniture without proper floor protectors.
- Change in the product's initial appearance, particularly in heavy traffic areas and areas subjected to excessive wear and tear due to sand, gravel, grit, or grime in and around the buildings being brought inside.
- Tinting or fading of the product due to sunlight, heat, or otherwise.
- Injury or loss of life.
- Damage due to spots, cuts, scratches, dips, grooves, scrapes, perforations, tears, indentations caused by loads greater than the specified static weight limit, burn marks, fading or staining caused by carpet dye residue, rubber underside or other synthetic materials used for carpets or doormats, painted or asphalted surfaces, or otherwise.

6. Sole Recourse Under Warranty

The sole recourse against GERFLOR under this Limited Warranty, following installation of the Product, will be the supply by GERFLOR to Customer of a replacement product of substantially equal quality to the product from the existing line of GERFLOR products on the claim date, **and as per the prorated warranty, installation costs, and only for the portion of product that is defective** (following inspection and verification by GERFLOR). **Any other compensation, for damages or otherwise, of whatever nature, or under any theory, is excluded from this Limited Warranty.**

The replacement product will be supplied at no charge, and as per excluding installation costs, under the terms set forth in this Limited Warranty.

7. Warranty and Liability Limits

THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY. GERFLOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY IN SUCH STATE OR JURISDICTION.

TO THE FULL EXTENT PERMITTED BY LAW, GERFLOR IS NOT AND SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, WHETHER ARISING IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY,

INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF USE, DAMAGE TO OTHER PROPERTY, THE COST OF REMOVING AND REINSTALLING GERFLOR FLOORING, ATTORNEYS' FEES, AND ANY LIABILITY YOU MAY HAVE WITH RESPECT TO ANY OTHER PERSON, EVEN IF GERFLOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF GERFLOR SHALL BE THE SUPPLY OF REPLACEMENT FLOORING TO THE EXTENT SPECIFIED IN THIS LIMITED WARRANTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW.

FOR THE EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATE OR JURISDICTION. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER LAW, WHICH MAY VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

8. Time Limit for Placing a Claim

To be admissible, all claims under this Limited Warranty must be made **by registered mail with return receipt** addressed to GERFLOR, at the address indicated at the top of this warranty, **accompanied by the purchase invoice** for the Product, within THIRTY DAYS following discovery of the claimed defect and within the aforementioned warranty time limit. If any clauses of this Warranty conflict with the law of a given jurisdiction, that clause will be considered inapplicable with the remaining text of the Warranty remaining unaffected.

9. Governing Law and Arbitration

This Limited Warranty shall be governed and construed in accordance with the laws of the State of Illinois without regard to any choice of law principles.

All disputes that may arise between Customer and GERFLOR relating in any way to this Limited Warranty, to the extent such disputes cannot be resolved by negotiation between Customer and GERFLOR, shall be decided by arbitration carried out in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. In the event of such a dispute, arbitration may be initiated by a request for arbitration by either party here to address the other party and shall be completed within sixty (60) days of such request unless extended because of unavailability of an arbitrator or other events beyond the control of either party. The arbitrator shall be chosen by mutual agreement of the parties and, in the event the parties cannot so agree, either party may file a written application to have the arbitrator designated by the American Arbitration Association. The arbitration proceeding shall take place in Chicago, Illinois or such other location as the parties shall agree and shall be conducted in accordance with the Commercial Arbitration "Expedited" Rules of the American Arbitration Association. The arbitrator shall have all powers necessary to determine the issues presented, including without limitation, but subject to the terms of this Limited Warranty, any damages. The decision of the arbitrator shall be final and conclusive, both as to costs and the merits, and the parties agree that they shall be bound by the decision.

Using GERFLOR Adhesives	Sports Products		
15 Years	Taraflex® Sport M Comfort	Taraflex® Sport M Performance	Recreation 85
	Taraflex® Sport M Plus	Recreation 45	Isolsport
	Taraflex® Multi-Use 6.2	Recreation 60	

NOTE: The use of GERFLOR adhesives is an essential component of GERFLOR's product performance. GERLOR cannot guarantee the same level of performance when a different adhesive is used.