

RUBBER WARRANTY

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Limited Warranty:

Goods furnished by Seller shall conform to the product description for such goods. All first quality goods are warranted to be free from defects in material and workmanship at the time of shipment for a period of one year from installation. Signature products are warranted to be free from defects in material and workmanship at the time of shipment. Written notice of any claimed defect must be received by Signature within one year after the date of installation. SIGNATURE RUBBER FLOORING tiles are further warranted against excessive wear when properly installed under normal usage in recommended applications for a period of SEVEN (7) years and for a period of five (5) years on treads. Seller shall convey good title to Buyer. Seller further warrants its rubber flooring products against excessive wear for the period of time specified in its Limited Wear Warranty Statement for the respective goods. Colour shade may vary from printed illustrations or samples. Seconds or irregular materials are sold as is without warranty as to quality in any respect.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Product Suitability and Installation:

Seller shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by Buyer and/or others, and such determination shall be the sole responsibility of Buyer and/or others. Suggestions or recommendations made by Seller in its product literature concerning uses or applications of the goods are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained, since conditions of the use, application and installation by Buyer and others are beyond Seller's control and will vary at each site location. No warranty as to installation will apply unless Signature's recommended adhesives are used in accordance with Signature's installation manual.

Claim Period and Remedies:

Prompt written notice shall be given to Seller of any claim of breach of warranty or otherwise relating to the goods. Should any failure to conform to these warranties under normal and proper use occur within the warranty period, Seller will supply, without charge, new goods of the same or similar colour, design and grade for the defective goods or, at its option, Seller may refund the purchase price thereof with due allowance made for the service rendered by the goods returned. Inspection by an authorized representative of Seller will be required to verify that a manufacturing defect exists. The remedies provided above are the Buyer's sole remedies for any failure of Seller to comply with its obligations. Correction of any nonconformity by replacement or by refund of the purchase price of the nonconforming goods (less allowance for use) shall constitute complete fulfilment of all the liabilities of Seller with respect thereto whether the claims of Buyer are based in contract, or tort (including negligence), or otherwise.

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Limitation of Liability:

Seller shall not be liable in contract, in tort (including negligence), or otherwise for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. Under no circumstances shall Seller's liability exceed the purchase price of the goods in respect of which damages are claimed. The obligation of Signature and Buyers sole remedy under its Limited Wear Warranty is the supply of replacement flooring tiles for the failed material from regular product inventory lines. Signature shall not be liable for labour or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Signature be liable for any special, indirect, incidental or consequential damages.

Disclaimers and Caveats:

SIGNATURE RUBBER FLOORING products will conform to the buyers' expectations given such reasonable variations as generally acceptable in the trade. Product variations include but are not limited to pattern registration, colour variation, fleck dispersion and other product attributes not specifically covered by specifications indicated in this literature.

All sales are covered by Signature Floorcoverings Standard Terms and conditions of Trade.

Exclusions:

The SIGNATURE RUBBER FLOORING products warranty **excludes:**

- The exact matching of shade, colour or mottling.
- Any expressed or implied promise made by any salesman or representative.
- Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
- Labour costs for installation of original or replacement material.
- Sale of "Seconds", "Off Goods" or other irregular (non-first quality) flooring materials. With respect to "Seconds" or "Off Goods", such are sold "as is", and Signature makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular purpose.
- Problems caused by moisture, hydrostatic pressure, or alkali in the subfloor.
- Problems caused by uses, maintenance and installation that are contrary to Signature's specifications, recommendations or instructions.
- Material installed with obvious defects.
- Damage to flooring products from high heels or spike heels.
- Installation of Signature products with adhesives other than those recommended by Signature(MAPEI G19)
- Material that is not installed and maintained as recommended by Signature.
- Tiles may have slight colour variations not detected at the factory. All tiles must be dry laid and examined under standard lighting conditions for colour acceptance before being installed (see Signature installation brochure).
- Certain chemicals and various substances normally attack rubber formulations. Signature Rubber Tile and Signature Stair Treads should not be used in commercial kitchens and/or areas where impregnation from cooking oils, vegetable fats, etc. is likely to occur. If any particular chemicals or

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substances are going to be present in the environment, adequate testing should be done in advance to ensure suitability for the application.

- Areas of radiant heated floors over 30 degrees
- Areas of Floorcoverings not protected against climatic conditions.
- All sales are covered by Signature Floorcoverings Pty Ltd Standard Terms and conditions of Trade.

**Signature Floorcoverings reserves the right to update this document at any time and without prior notice. This document is current at the time of printing. For the latest version please refer to our website or contact our office on 1800 150 554.*

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