



Moose Sports Surfaces, Ltd.
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XTREMETILE®
RECYCLED RUBBER SPORTS FLOORING WARRANTY
Revised 02-16-12

Moose Sports Surfaces, Ltd. (Moose) hereby warrants its **XTREMETILE®** materials to be made to manufacturer's specifications and to be free from defects, surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface, and the tiles, when installed according to the manufacturers' specifications, will ensure the surface remains fixed and functional for a period of fifteen years commencing on the date of substantial completion. Any segment of an XTREMETILE® surface that meets the warranty criteria will be repaired or replaced, at the Seller's option. This is a 15-year limited warranty, prorated as outlined in the warranty coverage schedule shown below. This warranty may be transferred with the property.

The Seller shall be responsible for 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such costs):

| Number of years from date of original shipment to date of claim | Percentage of purchase price of product for which Seller is responsible |
|--|--|
| 0-6 | 100% |
| More than 6, but less than 7 | 60% |
| More than 7, but less than 8 | 40% |
| More than 8, but less than 9 | 30% |
| More than 9, but less than 10 | 20% |
| More than 10, but less than 12 | 10% |
| More than 12, but less than 15 | 5% |

Warranty Exclusions

This warranty does not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions).
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic.
- Failure due to improper sub-surface preparation.
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pounds per square inch). Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. XTREMETILE® is not designed to perform under such concentrated high pressure. Moose Sports Surfaces Ltd will not accept claims for damage caused by extreme high forces.

Warranty excludes damage caused in whole or in part by normal wear and tear, abuse, faulty construction of the building including settlement, lack of a moisture barrier for on grade or below grade construction, the failure of associated trades to adhere to specifications, separation of the concrete slab, construction joints, saw joints, expansion joints, excessive dryness or moisture from humidity, spillage, migrations through the slab or wall, or any other source. Additionally, the warranty shall not cover accidental damage.

Additional Considerations:

- The Seller's liability is limited to the material and transportation costs of repair or replacement of the product at the Seller's option. It shall not include any other damages either direct or consequential. The Seller shall be responsible for installation costs and the costs of other work in connection with such repair and replacement only if such work was performed by Seller in the original installation. Where XTREMETILE® is installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such XTREMETILE® are excluded from this warranty.
- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any products at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY OTHER OBLIGATION ON THE PART OF MOOSE.
- Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province.

SUPPLIER'S REPRESENTATIVE

Moose Sports Surfaces, Ltd.
2257 N. Wayne Avenue
Chicago, IL 60614
Phone: 773-477-4664

Project Name:
Substantial Date of Completion:
Signed:
Name & Title:
Company:
Date:

