



Product Warranty

1. Rubberflex Specialty Flooring (the "Seller") warrants that its GymVersal Sports Flooring (the "Product") shall conform to all published specifications, and to any specifications required by Buyer and accepted by Seller, for a period of two (2) years from the date of shipment.
2. Warranty shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specification, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source.
3. Seller warrants that, during the warranty period, the Product shall not exhibit signs of excessive deterioration, as reasonably determined by Seller.
4. All other warranties, including the warranties of merchantability and fitness for a particular purpose, are expressly excluded.
5. Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option, repair or replacement of the defective Product.
6. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever.
7. In no event shall Seller's liability for defective Product sold to Buyer exceed the purchase price thereof.