

## **Limited Equine Warranty**

2/12/201

**North West Rubber Ltd.** (NWR) offers the following limited warranty on the Classic ¾" and Max mats produced for equine use products:

1. NWR warrants that all products it supplies will meet the applicable product specifications specified by NWR and will be free from defects in material and workmanship at the time of shipment from NWR and for 5 years (the "Initial Warranty Period") thereafter. If defects appear during the Initial Warranty Period, NWR will, at its sole option and as the customer's exclusive remedy, repair or replace the defective product. If there are defects in material and workmanship subsequent to the Initial Warranty Period and up to fifteen (15) years from the date of delivery, NWR will replace the products and charge the customer the following amounts based on current prices (plus tax) at the time of replacement:

## One to Five Years -- 0 %

Six years 10 %	Seven Years 20 %	Eight Years 30 %
Nine Years 40 %	Ten Years 50 %	Eleven Years 60 %
Twelve Years 70 %	Thirteen Years 80 %	Fourteen Years 90 %
	Fifteen Years 90 %	

**Note**: The rate of wear of  $\frac{3}{4}$ " is directly connected to the volume of traffic and use. Any warranty calculations will take this into account.

- 2. The Warranty only applies provided that **NWR** receives written notice (mailed to address below) of the defect along with proof of purchase. To claim under the Initial Warranty Period, the receipt of the required information by NWR must be within ten (10) days of the end of the Initial Warranty period.
- 3. This Warranty applies to materials only and does not include any other cost, such as delivery, installation, removal or labor costs. This warranty is not transferable.
- **4.** Any defect determined by **NWR** not to be due to a defect caused by NWR (e.g., if it is attributable to alteration, modification, negligence or misuse by the customer or another person) is not covered by this Warranty. The normal wear and aging of your product due to normal usage is not covered by this Warranty.
- 5. THIS IS THE ONLY WARRANTY OFFERED BY *NWR*. *NWR* EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **6.** Designs, data, and other technical information supplied by **NWR** are supplied "AS IS" and are not covered by this or any other warranty, except as expressly stated otherwise in writing by **NWR**.
- **7. NWR** has no control over how its products and technology will be used by its customers. **NWR** does not make any representations or warranties that its products or technology will work in specific applications.
- 8. IN NO EVENT WILL NWR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE OR OTHER ECONOMIC LOSS. IN NO EVENT WILL NWR'S LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY THE CUSTOMER TO NWR FOR THE PRODUCT AT ISSUE.

\*Original Proof of Purchase Required\*