



ProXL Tile or Roll Limited Warranty

Effective September 1, 2018

North West Rubber Ltd., [“NWR”] hereby offers the following limited warranty on SportFloor® **ProXL** (tile or roll) 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 1 year (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 five or ten (5 or 10) years from the original 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:

- For **Ice Arenas: Five (5) year** limited warranty, prorated as outlined in warranty coverage schedule below.

Number of years from date of original shipment to date of claim	Warranty Coverage
1 year	Against manufacturing defect which prevents use of the product
5 years	Against wear-through of the top layer to the bottom layer from normal use

- For **Athletic Facilities: Ten (10) year** limited warranty, prorated as outlined in warranty coverage schedule below, (non Ice Arena facilities).

1 year	Against manufacturing defect which prevents use of the product.
10 years	Against wear-through of the top layer to the bottom layer from normal use.

2. The Warranty only applies provided that NWR receives written notice (mailed to address below) of the defect along with proof of purchase from NWR or a qualified dealer. 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.

Warranty Exclusions

- This warranty is in lieu of all other representations, warranties, guarantees, obligations or liability, expressed or implied, including any warranty of merchantability or fitness for a particular purpose other than resilient rubber floor covering.
- NWR extends no guarantee for installation or issues caused by excessive moisture under ProXL or water migration through concrete, etc.

- NWR strictly monitors color consistency, though exact uniformity of color is not guaranteed from batch to batch.
- Various lighting conditions (natural, halogen, fluorescent, incandescent) within an installation area may cause the tiles/rolls to appear to have different color shading. These appearances are not product defects and therefore not covered by warranty.
- The product will not be covered under warranty if/when/for:
 - Improper installation or maintenance of the product, including, but not limited to, the product being found to have been installed with previous damage or irregularities, or installed over uneven/inappropriate sub-surfaces or foreign material such as loose sand, dust, etc.
 - The material is used in applications/locations other than those for which it was designed.
 - Normal wear over time.
 - Damage from picks and heel points on Figure Skates, punctures, gouges or tears caused by materials dropped on to flooring
 - Heavy use areas (i.e., players' benches, penalty boxes, main access to ice surface or change rooms, free weight areas) pivot points and other high stress areas where excessive wear will occur because of the nature of use.
 - Gradual changes in color shading due to exposure to sunlight and/or climatic conditions.
 - Difference in color/shading/flecking variations with actual samples, printed illustrations and/or previously purchased SportFloor products.
 - The product is damaged due to occurrence of a natural disaster including, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
 - An act of negligence, abuse, accident, misuse, including but not limited to, vandalism, civil disobedience, act of crime, act of war and the like occurs.
 - Acids, caustic materials or petroleum chemicals and the like, direct or airborne, are or have been in contact with the product.
 - Repairs, alterations or modifications are made to the surfaces without prior consultation, consent or authorization from NWR.
 - The Original Purchaser fails to comply with all terms and conditions stated herein.
 - The Original Purchaser denies NWR and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
 - Payment for the product has not been made in full.
 - In no event will NWR be liable to the Original Purchaser or any third party for any damages, including any lost profits, lost savings or other consequential or incidental damages arising out of the use or inability to use the product even if NWR and/or its representatives have been advised of the possibility of these damages. The liability of NWR shall in no event exceed the replacement cost of the product, FOB Abbotsford, BC, Canada.

SportFloor® 1 or 2-part Urethane Adhesive is the recommended adhesive for use when installing SportFloor flooring products. This adhesive is VOC compliant and is solvent free.

For **ProXL** warranty compliance, any alternate adhesive being considered for use must be pre-approved by NWR in writing (only non-solvent based adhesives will be considered). If these guidelines are not followed, the purchaser acknowledges that this product warranty is void.

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.

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

****Original Proof of Purchase Required****