Stamina Flooring 5 Year Limited Warranty

Effective April 1, 2023

North West Rubber Ltd., ["NWR"] hereby offers the following limited warranty on SportFloor® Stamina 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 (5) years from the original date of shipment, NWR will replace the products and charge the customer a prorated amount based on years of use. This calculation will be based on current prices (plus tax) at the time of replacement and is set out in charts below:

   This is a ***five (5) year*** limited warranty, prorated as outlined in the warranty coverage schedule below.

Number of years from date of original shipment to date of claim	Customer Pays
0-3 years	0 %
4 or less	25 %
5 or less	50 %

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 in indoor or outdoor applications 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 a manufacturer's defect (e.g. if it is attributable to alteration, modification, negligence, or misuse by the customer or another person, or fading/discoloration from the sun) 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. 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.

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 strictly monitors color consistency, though exact uniformity of color is not guaranteed between dye lots.

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.
- Installation or issues caused by excessive moisture under SportFloor® Stamina product or water migration through concrete, etc.
- The material is used in applications/locations other than those for which it was designed.
- Normal wear over time.
- Fading or discoloration resulting from sun damage in the case of outdoor installations.
- 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 mat releases from the adhesive over time due to heavy vehicle (forklift) traffic.
- Slight variations in surface appearance/texture are a common occurrence in the manufacture of recycled rubber product and do not indicate a defect.
- 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.
- 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.

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 SportFloor® ***Stamina*** warranty compliance, any alternate adhesive being considered for use must be pre-approved by *NWR* in writing. If these guidelines are not followed, this product warranty is void.

Warranty coverage does not apply when the incorrect adhesive is used for the intended application. 1-part adhesive is intended for standard use, while 2-part adhesive is required for areas subject to heavy machinery use, such as forklifts or Zambonis.

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.

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.

Original Proof of Purchase Required