



North West  
Rubber

# *sport* **FLOOR**® *DécorTile* Limited Warranty

Subject to the following terms and conditions, *North West Rubber* hereby warrants to the Original Purchaser that the *DécorTile* will be free from manufacturing defects for a period of **five (5) years**. Any claims regarding physical defects in the *DécorTile* product must be made prior to installing *DécorTile* with recommended adhesives.

## Warranty Coverage

- *North West Rubber* warrants the *DécorTile* to be free of defects in materials or workmanship.
- *North West Rubber* warrants the afore-mentioned products against excessive wear (up to 2% per year) when recommended installation and maintenance guidelines are followed.
- *North West Rubber* extends no further guarantees including installation, excessive moisture under *DécorTile* or water migration through slabs, etc.
- *North West Rubber* strictly monitors color consistency, though exact uniformity of color and swirl pattern is not guaranteed.

## Warranty Duration

- This Warranty will commence at the date the product has been delivered to the job site.
- The Warranty will continue for **five (5) years** for *DécorTile* from the date of delivery to the job site, as documented by an invoice or bill of lading with the Original Purchaser.

## Warranty Remedies

- *North West Rubber* warrants *DécorTile* product to be free from defects in material or workmanship and agrees to replace those products which disclose such defects when used under normal conditions.
- *North West Rubber* will not accept responsibility under the warranty for anything more than replacement of the product, FOB Abbotsford, BC, Canada. In the event of a Warranty Claim, contact your dealer.
- This remedy is the sole and exclusive remedy available to the Original Purchaser for breach of express or implied representations or warranties with respect to the product.

## 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 recreational floor covering.
- The product will not be covered under warranty if/when:
  - A natural disaster occurs, 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.
  - Improper installation or maintenance of the product, including, but not limited to, the product being found to have been installed on top of foreign material such as loose sand, bark, dust, etc.
  - Repairs, alterations or modifications are made to the surfaces without prior consultation, consent or authorization from *North West Rubber*.
  - The Original Purchaser fails to comply with all terms and conditions stated herein.
  - The Original Purchaser denies *North West Rubber* 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 *North West Rubber* 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 *North West Rubber* and/or its representatives have been advised of the possibility of these damages. The liability of *North West Rubber* for damages resulting from the use or misuse of the product shall in no event exceed the replacement cost of the product, FOB Abbotsford, BC, Canada.

*North West Rubber* “**SportFloor™** 2-part Adhesive” is the recommended adhesive for use when installing **SportFloor™** flooring products. This adhesive is VOC compliant and is 100% solvent free.

For **DécorTile** warranty compliance, all alternate adhesives being considered for use with **DécorTile** must be pre-approved by *North West Rubber*. *North West Rubber* must be given notice in writing for consideration and approval, and alternate product specifications must be submitted. For **DécorTile**, only non-solvent based adhesives will be considered. If not followed, *North West Rubber* is clear of all warranty responsibility on our flooring.

In the event of a Warranty Claim, Proof of Purchase from *North West Rubber* or a qualified dealer is necessary for the Warranty to be valid. Some jurisdictions do not allow the limitation of liability for incidental or consequential damages so the above limitation or exclusion may not apply.