POLYLAST™
BEST UNDER HOOF & FOOT
with Microban® Antimicrobial Technology

# Manufacturer's Limited Warranty
# Effective 1/1/2016

Polylast Systems, LLC ("Polylast") provides the following limited warranty to the original purchaser ("Purchaser") of its product from Polylast.

Polylast warrants that its product, in its original manufactured condition, will be free from manufacturing defects prior to installation. All Polylast products are warrantied against wear-through of the surface layer under normal and proper usage for the following period specified for the particular Polylast product and its intended use.

- Polylast products installed by an authorized dealer or certified installer are warrantied for a period of **TEN (10) YEARS** when properly applied in any application over a hard surface of concrete, asphalt, wood, and/or metal, from the date of purchase.
- If, under normal and proper use, a defect appears in a warrantied product during warranty period and the buyer promptly notifies Polylast as set forth below, then Polylast will, at no charge to buyer, either replace such product free of charge (excluding labor for removal and installation) or if Polylast determines that it is unable or impracticable to repair, replace or correct such product, provide a refund or credit not to exceed the original purchase price paid.

**Notice of Claims**

To obtain performance of the limited warranty set forth herein, buyer must immediately notify Polylast of the discovery of the event giving rise to the warranty claim to: Claims Manager, Polylast Systems, LLC, 7432 E. Tierra Buena Lane # 105, Scottsdale, AZ 85260. Polylast, or its representative, must be given an opportunity to inspect and examine, at Polylast's option, the alleged defect or wear to determine, in its sole and absolute discretion, whether such defect or wear resulted from other than normal and proper use. Notwithstanding anything to the contrary herein, no Polylast product shall be accepted under a warranty claim prior to Polylast's inspection and written approval or waiving of such inspection rights.

**Warranty Exclusions**

The warranty coverage provided under this Manufacturer's Limited Warranty shall not apply to any Polylast product with respect to:

1. Damage or wear resulting from misuse, abuse, neglect or improper handling or storage; Defects, dissatisfaction or problems caused by use, installation or maintenance not in accord with Polylast installation and maintenance instructions and guides; Color deviations from samples or printed color representations;
2. Damage or wear resulting from contact with chemicals other than those set forth in the product specifications and/or care and maintenance form;
3. Damage or wear caused by fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
4. Reasonable variations in shade as generally acceptable within the trade.

**Product Suitability and Installation**

Polylast shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by buyer and/or others, and such determination shall be the sole responsibility of the buyer and/or others. Suggestions or recommendations made by Polylast or its dealers in product literature concerning uses or applications of the goods are believed to be reliable, but Polylast makes no warranty or guarantee of results to be obtained, since conditions of the use, application and installation by the buyer and others are beyond Polylast's control and will vary at each site location. Polylast's warranty is specifically for and on its products and is not in any way intended to warranty the condition, wear or deterioration on any surface or subsurface on which Polylast is applied.

**Important Notice**
All warranties apply to the initial purchaser of the Polylast product and may not be assigned or transferred. If Polylast product is replaced under warranty, the replacement product will be an equivalent Polylast product, with the potential exception of color and texture, and will assume the life and terms of the original warranty.

**LIMITATION OF LIABILITY UNDER WARRANTY, NEGLIGENCE OR ANY OTHER CLAIM**
THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GRANTED IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (WHETHER WRITTEN, ORAL, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY AND POLYLAST'S SOLE OBLIGATION HEREUNDER, SHALL BE TO REPLACE, CREDIT OR REFUND AS SET FORTH ABOVE.

IN NO EVENT SHALL POLYLAST, ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILITATES, BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF ANY POLYLAST PRODUCT INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF POLYLAST OR ANY OF ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILITATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, POLYLAST'S CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF ANY POLYLAST PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE PAID TO POLYLAST FOR SUCH PRODUCT.

IN NO EVENT SHALL POLYLAST, ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY COSTS OR DAMAGES CAUSED BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND ITS REASONALBE CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, EARTHQUAKE, LABOR DISPUTES AND STRIKES, RIOTS AND WAR.

BUYER AND POLYLAST HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ALL CLAIMS ARISING OUT OF OR RELATED TO THIS WARRANTY, THE PRODUCTS COVERED HEREBY OR THE PERFORMANCE OF ANY PARTY HEREUNDER. THIS WARRANTY SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA.

EXCEPTIONS:
_____
_____

WARRANTY ACCEPTED AND ACTIVATED THIS _____ DAY OF _____ 20___

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|---|---|
| _____ | _____ |
| PURCHASER | AUTHORIZED POLYLAST DEALER |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Address | Address |

MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING

PROTECTION THAT LIVES ON MICROBAN

MADE IN USA