

# POLYSPORT

## PRODUCT WARRANTY

Rubber Flooring Systems, Inc. (Seller) warrants it's Polysport flooring to be free from manufacturing defects for a period of 25 years. This warranty is in lieu of all other warranties, expressed or implied including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Rubber Flooring Systems, Inc. In the event of breach of any warranty, the liability of Rubber Flooring Systems, Inc shall be limited to repairing or replacing Polysport material and system components supplied by Rubber Flooring Systems, Inc and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which material is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall, or any other source. Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option, repair or replacement of the defective Product or refund of the purchase price of the defective Product. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever. In no event shall Seller's liability for defective Product sold to buyer exceed the purchase price thereof.

All questions and claims should be directed to:  
Rubber Flooring Systems, Inc.  
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Kemah, TX 77565  
281-334-6800