

WARRANTY TERMS: Procedo ("Manufacturer") warrants to its original purchaser that, at the time of delivery by the Manufacturer, the flooring products described in the Manufacturer's Catalogue as Telum Sculpted Rubber (TS) Wall Base and/or Thermoplastic Rubber (TP) Wall Base ("Product") will conform to Manufacturer's published specifications, technical data sheets, maintenance documents and other related technical documents.

Manufacturer's Products include the following **products**:

Telum
Wall Base

All warranties, whether expressed or implied, are contingent on the following requirements:

1. **All Guidelines Must Be Reviewed.** Installation and substrate preparation must be performed in accordance with all related ASTM, NWFA and RFCI guidelines ("Guidelines").
2. **All Technical Data Must Be Reviewed.** Product must be installed in accordance with Manufacturer's published specifications, technical data sheets, adhesive instructions, labels, and other relevant technical information on the Product ("Technical Data"). This includes proper product and adhesive selections.

Manufacturer provides the following commercial warranties to its original purchaser:

Manufacturer's Warranty. The product will conform to all written specifications and will be free of any and all manufacturing defects outside of normal tolerances. Warranty does not include any and all wear. Warranty will cover material and labor for a period of **two (2) years** from date of purchase, per the following pro-rated schedule:

Year 1: 100% Material costs, 100% of Labor costs

Year 2: 100% Material costs, 50% of Labor costs

These warranties are specific to the Product described in the Manufacturer's Catalogue and no other products. The warranties are only provided to original purchasing company, person or entity and are non-transferable.

Product must be selected, installed, used, maintained and cared for in accordance with the Guidelines and Technical Data. The Product must be installed by a professional, licensed and experienced installer **only**. Any installation by anyone other than a professional installer shall void any and all expressed or implied warranties. Guidelines may be obtained from the appropriate organization. Technical Data may be obtained at www.procedoflooring.com and are available upon request (866) 955 - 8291.

WARRANTY EXCLUSIONS: The above warranties do not apply or cover any of the following:

1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor or installer without expressed, written consent from Manufacturer's technical staff.
2. Normal Product shade, color or dimensional variations that are within normal tolerances.
3. Product installed with visible and obvious manufacturing defects.
4. Product installed outside of product limitations found in Technical Data.
5. Discoloration caused by improper or incompatible cleaning or finish products.
6. Discoloration caused by subfloor or adhesive pH levels.
7. Discoloration caused by direct and/or indirect UV light exposure.
8. Product that has not been installed in strict accordance with Guidelines and Technical Data.
9. Product that has not been installed with an explicitly compatible adhesive.
10. Product that has been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding or weather conditions.

11. Product that has been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or moisture-related issues.
12. Product that has been damaged by negligence or accident, such as tears, burns or cuts.
13. Product that has been damaged by sharp, pointed objects, such as high heels, spikes or skates, unless explicitly allowed within the Technical Data.
14. Product that has been damaged by incompatible materials, such as acids, alkalis and solvents.
15. Product that has been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons, unless explicitly allowed within the Technical Data.
16. Product that has been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions.
17. Product that has been damaged or deformed by substrate imperfections, damage or improper substrate selection (per the Technical Data) and installation.
18. Product that has been subjected to conditions of use or maintenance not in strict conformity with the Technical Data.
19. Any product that has been sold or resold as "seconds", "mill-run", "non-conforming", "as is" or otherwise denoted as non-standard quality.
20. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

WARRANTY CLAIMS: If, within the applicable warranty period identified in the Warranty Terms, the original purchaser discovers any problems or defects in the Product that may be covered by this Standard Limited Warranty, the original purchaser should notify the Manufacturer's technical department in writing within **fifteen (15) days** of the appearance of defects or irregularities. If the Manufacturer determines that the Product is covered by this Limited Warranty, then the Manufacturer shall, at its sole option and one time only, repair or replace the non-conforming Product or refund the purchase price paid for each defective Product and an amount up to the original cost of labor and material for the affected section of the floor, per the Warranty Terms. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty claims must be directed to:

RHC Technical
ATTN: Kim Jenkins
1602 N Union St.
Fostoria, OH 44830
P: (419) 436 – 4554
F: (844) 305 – 8358
E: kim@rhctechnical.com

All claims should include a completed Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Product and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of the installed Product prior to such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

ADDITIONAL LIMITATIONS:

EXCEPT FOR THE EXPRESSED WARRANTIES ABOVE, MANUFACTURER MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL MANUFACTURER LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED INSTALLATION AREA.

THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE IT'S SOLE AND EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE OBLIGATION, FOR ANY BREACH OF REPRESENTATION OR WARRANTY, IS IN LIEU OF ALL OTHER REMEDIES.

PURCHASER MUST BRING ANY LEGAL ACTION FOR BREACH OF WARRANTY WITHIN

- a. ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION HAS ACCRUED OR
- b. PERIOD PRESCRIBED BY THE APPLICABLE STATUES OF LIMITATION OR REPOSE, WHICHEVER COMES FIRST.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF IMPLIED WARRANTIES. THOUGH THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, THE PURCHASER MAY ALSO HAVE ADDITIONAL LEGAL RIGHTS AFFORDED THEM BY THE APPROPRIATE STATE. EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY VARY BY STATE. FOR FURTHER INFORMATION, CONSULT THE APPROPRIATE STATE CONSUMER AFFAIRS OFFICE OR THE STATE ATTORNEY GENERAL'S OFFICE.

Limited warranty