

VersaRUBBER™ 5-year Limited Warranty

PERFECT SURFACES warrants that all products it supplies will meet the applicable product specifications specified by PERFECT SURFACES and will be free from defects in material and workmanship at the time of shipment from PERFECT SURFACES and for 3 years (the "Initial Warranty Period") thereafter.

Warranty Coverage

Perfect Surfaces warrants that VersaRUBBER™ will be free from defects in material and workmanship subsequent to the Initial Warranty Period and up to five (5) years from the date of original purchase. Original receipt must accompany warranty claim. Abnormal use and/or abuse specifically nullify the warranty on the flooring. This warranty applies only to materials only and does not include any other cost, such as delivery, installation, removal, or labour costs. This warranty is not transferrable.

Warranty Duration

This is a 5-year limited warranty. Perfect Surfaces must be notified within 15 days of identification of any defect. Perfect Surfaces will then promptly investigate the claim and will make the final determination, in its sole discretion, as to whether the claimed defect is covered under this warranty.

Information and physical evidence will be required to process any claim.

| Number of years from date of original shipment, to the date of claim | Percentage of purchase price of product for which seller is responsible: |
|--|--|
| 0 – 3 | 100% |
| More than 3, but less than 4 | 75% |
| More than 4, but less than 5 | 50% |

Warranty Remedies

- Perfect Surfaces warrants each segment of the system to be free from defects in material or workmanship and agrees to replace any segment (product supply only) which discloses such defects when used under normal conditions.

- This remedy covers only replacement of the product, FOB Airdrie Alberta, 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.
- Appearance of replacement products may differ slightly from the original product.

Warranty Exclusions

This warranty does not cover product failure caused by:

- Improper installation or maintenance (see installation, care and maintenance instructions) including, but not limited to, the product being installed on top of improper sub- surface preparation or improper adhesive use.
- Improper disassembly (based on instructions that provide proper disassembly procedure).
- 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.
- Fading due to sunlight (outdoor exposure, abrasions, and ultra-violet rays may cause normal change in the surface color and is not considered a defect under this warranty).
- Shading (colour variation) of individual pieces due to natural rubber variations.
- Colour variation between samples and/or printed illustrations and actual product.
- Repairs, alterations or modifications made to the surfaces without prior consultation, consent or authorization from Perfect Surfaces.

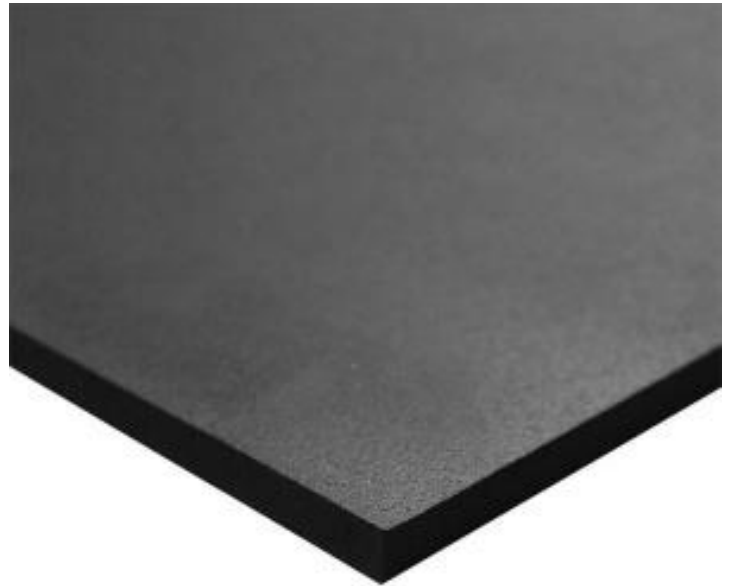


- Damage due to the occurrence of a natural disaster including, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
- Normal wear over time.
- Acids, caustic materials or petroleum chemicals and the like, direct or airborne.
- Repairs, alterations or modifications made to the surfaces without prior consultation, consent or authorization from Perfect Surfaces.

Warranty will also be void in the case where:

- The Original Purchaser fails to comply with all terms and conditions stated herein.
- The Original Purchaser denies Perfect Surfaces and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
- The original purchaser uses the product for any application other than the one it is intended for.
- Payment for the product has not been made in full.

In the event of a Warranty Claim, proof of purchase from Perfect Surfaces or a qualified dealer is necessary for the Warranty to be valid.



VersaRUBBER™ rubber sheet

Liability Limitations

The liability of Perfect Surfaces for damages resulting from the use or misuse of the product shall in no event exceed the replacement cost of the product, FOB Airdrie, Alberta, Canada.

In no event will Perfect Surfaces be liable to the original purchaser or any third party for 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 Perfect Surfaces and its representatives have been advised of the possibility of these damages.

If an installation is confirmed to have a legitimate warranty claim it is the responsibility of the manager(s) of the facility to secure the site and prevent its use until repairs are made and the site is returned to standard. Perfect Surfaces will not be liable for any injuries, incidents or damages that occur on a warranty claim site prior to the site being remedied.

Some jurisdictions do not allow the limitation of liability for incidental or consequential damages so the above may not apply.

