

Warranty

Ecore (the “Seller”) warrants that the dB-Turf Tile surface will be free from defects in materials and workmanship.

What does the warranty cover?

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The tiles, when installed according to the manufacturer’s specifications, will ensure the surface remains fixed and functional.

How long does the warranty coverage last?

- This is a 5 year limited warranty, prorated as outlined in the warranty coverage schedule shown below. This warranty may be transferred with the property.

What will we do?

- Any segment of the dB-Turf Tile surface that meets the warranty criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

How do you submit a warranty claim?

- A warranty claim should be made directly to the Seller. Please provide: description of the claimed defect, the date the defect was discovered, sales order number, photographs of the claimed defect, the date of the original installation, the project name, and your name, address and phone number. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule:

- The Seller shall be responsible for 100% of the purchase price of any product found to be defective or not in compliance with the warranty herein within the first year following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than 1 year following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of purchase price of such products as follows (and the buyer shall bear and pay the remaining portion of such costs).

<u>Number of years from date of original shipment to date of claim</u>	<u>Percentage of purchase price of product for which Seller is responsible</u>
<i>Up to 1 -----</i>	<i>100%</i>
<i>More than 1 and up to 2 -----</i>	<i>60%</i>
<i>More than 2 and up to 3 -----</i>	<i>40%</i>
<i>More than 3 and up to 4 -----</i>	<i>30%</i>
<i>More than 4 and up to 5 -----</i>	<i>20%</i>

Warranty Exclusions

This warranty does not cover:

- Differential fading due to light exposure, shading, pile crush, dye lot differences and soiling.
- Material installed with visible defect defects.
- Damage from any use for which the product was not designed, including weight drops or sleds or carts (pulling, pushing, or dragging, rope pulled objects) etc.
- The exact matching of shade or color.
- Any express or implied promise made by any salesman or representative.
- Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
- Labor costs for installation of original or replacement material.
- Sale of "Remnants", "Seconds", "Off Goods" or other irregular (non-first-quality) flooring materials. With respect to "Seconds", "Off Goods", or "Remnants" such are sold "as is," and Ecore makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.
- Problems caused by moisture, hydrostatic pressure, or alkali in the sub-floor.
- Problems caused by uses, maintenance, and installation that are contrary to product specifications, recommendations or instructions.
- Material installed outdoors.
- Material that is not installed and maintained as recommended by Ecore.
- Damage to flooring products from pallet jack and tow-motor or vehicular traffic.
- Environments where the product will be exposed to animal fats, vegetable oils, grease or petroleum-based materials. (i.e.: commercial kitchens or auto repair facilities.)
- Premature wear and deterioration from spikes or natural grass cleats.
- Differences in color between products and photography.

Additional Considerations:

- The Seller's liability is limited to the material and transportation costs of repair or replacement of the product at the Seller's option. The Seller shall be responsible for installation costs and the costs of other work in connection with such repair and replacement only if such work was performed by Seller in the original installation. Where installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such tiles are excluded from this warranty.
- In the event of repair or replacement under this warranty, the warranty applicable to the replacement material or to the repaired products will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any products at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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Flooring Solutions Beyond the Expected

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