



Warranty Data -- RESILIENT TILE FLOORING 09 65 19

Endura Limited 10 Year Warranty Against Excessive Degradation For 6mm SRT Rubber Tile And EcoScore Multi-Purpose Rubber Tile

Endura's Skate and Spike Resistant (SRT) Rubber Floor Tile and EcoScore Rubber Floor Tile is warranted to be free from defects in material and workmanship at the time of shipment. Written notice of any claimed defects must be received by Burke Industries within one year after the date of installation.

Endura's SRT Rubber Floor Tile and EcoScore Rubber Floor Tile is further warranted against excessive degradation in ice skating facilities, athletic facilities and for soft spike golf spike traffic for a period of ten years. Excessive degradation means the reduction of a tile's original thickness of more than 3.1 mm (.112 in.) over more than half the area of the tile.

This warranty does not apply to (a) material degradation caused by tears and punctures except for ordinary skate or spike traffic, soiling, staining or other abuse; (b) outdoor applications or installations subject to direct sunlight; (c) wear due to improper installation; and (d) wear due to improper or inadequate cleaning and maintenance.

This warranty does not apply to the normal and expected indentations that result from the impact of unprotected edges of barbells, free weights and other non-restrained weight training equipment.

The following areas are excluded from this warranty; (1) the six foot radius around entry/exit areas to the ice rink and, (2) the areas within three feet of the players and skaters benches adjoining an ice rink or golf course and (3) food preparation areas.

Endura Makes No Warranty Of Merchantability Or Fitness For A Particular Purpose.

Limitation of Liability: The obligation of Burke Industries and the Buyers sole remedy under this Limited Warranty shall be as follows:

Warranty Claims for excessive degradation within the first five years: Endura will supply replacement tiles for the failed material only from regular product inventory lines.

Warranty Claims for excessive degradation after the fifth year: Endura will supply replacement tiles for the failed material from regular product inventory lines at a pro-rata basis as follows:

6th Year	At 50 % of Original Price
7th Year	At 40 % of Original Price
8th Year	At 30 % of Original Price
9th Year	At 20 % of Original Price
10th Year	At 10 % of Original Price

At any time, Burke Industries shall not be liable in contract, in tort (including negligence), or otherwise for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. Under no circumstances shall Burke Industries' liability exceed the purchase price of the goods in respect of which damages are claimed.

Submission of Claims: Claims of excessive degradation must be submitted during the warranty period in writing to Burke Industries. All claims must be adequately documented as to date of installation, extent of degradation, usage application and proper maintenance in accordance with Endura recommended maintenance procedures.

This warranty gives you specific legal rights. In addition, you may have other legal rights and remedies under applicable Federal and State laws.