



Limited 10-Year Wear Warranty

Mitchell Rubber Products shall provide full one (1) year warranty on materials and workmanship to be free from defects. Manufacturer will also warrant their products against excessive wear under normal conditions with a ten (10) year limited wear warranty.

Other Conditions

- 1.** This offer does not extend to products sold or described as second-hand or grade 2 in quality, or as irregulars, off-goods, remnants, seconds, or any similar description, at time of sale, and excludes minor deviations from samples and printed illustrations.
- 2.** Damage arising out of installation, improper use and /or maintenance contrary to Mitchell Rubber then current recommendations.
 - a.** Any fitness equipment or free weight equipment not installed properly or used with excessive lateral or vertical movement/dropping is deemed excessive or misuse of product and is not considered normal use or wear.
 - b.** Skate & shoe spikes are suitable for rubber floor excluding all entry & exit areas of ice rink/facility which consist of a 6-foot use perimeter.
- 3.** The floor covering must be available for inspection by Mitchell Rubber or the retailer/supplier if requested.
- 4.** Refunds will be based on the original manufacturer cost of the material excluding inflationary increases.
- 5.** Mitchell Rubber reserves the right of final judgment of any claim and may disallow claims in certain circumstances.
- 6.** Distributors, retailers, contractors, house builders, housing associations, and other commercial operators are excluded from claiming.
- 7.** Claims must be received within the stated duration of the relevant warranty period.
- 8.** Only Mitchell Rubber material costs are covered by this warranty; fitting, labor, delivery and other ancillary costs are exclude.
- 9.** Mitchell Rubber reserves the right to alter or withdraw the warranty at any time.
- 10.** All warranties described herein are non-transferable.
- 11.** All warranties described are as far as the law permits in lieu of and exclude all other conditions, warranties and terms whether expressed or implied in respect of the condition of the product, its merchants ability or fitness for any particular purpose.
- 12.** The warranties described are in addition to and do not affect your statutory rights
- 13.**** The name Mitchell Rubber in all instances above, is intended to refer to the companies Mitchell Rubber Products, MRP, which is the property of the same.

Limitation of Liability:

Seller 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 the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. Under no circumstances shall Seller's liability exceed the purchase price of the goods in respect of which damages are claimed. The obligation of Mitchell and Buyers sole remedy under its Limited Wear Warranty is the supply of replacement flooring tiles for the failed material from regular product inventory lines. Mitchell shall not be liable for labor or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Mitchell be liable for any special, indirect, incidental or consequential damages.

Exclusions:

The Mitchell Rubber flooring products warranty excludes:

- The exact matching of shade, color or mottling.
- Any expressed 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.
- Any fitness equipment or free weight equipment not installed properly or used with excessive lateral or vertical movement/dropping is deemed excessive or misuse of product and is not considered normal use or wear.
- Ice Skate & shoe spike use on rubber floor is suitable excluding all entry & exit areas of ice rink/facility which includes competitor boxes and is measured with a 6-foot use perimeter.
- Sale of "Seconds", "Off Goods" or other irregular (non-first quality) flooring materials. With respect to "Seconds" or "Off Goods", such are sold "as is", and Mitchell makes no warranties whatsoever, expressed 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 subfloor.
- Problems caused by uses, maintenance and installation that are contrary to Mitchell's specifications, recommendations or instructions.
- Material installed with obvious defects.
- Damage to flooring products from high heels or spike heels.
- Installation of Mitchell products with adhesives other than those recommended by Mitchell.
- Material that is not installed and maintained as recommended by Mitchell.
- Tiles may have slight color variations not detected at the factory. All tiles must be dry laid and examined under standard lighting conditions for color acceptance before being installed (see Mitchell installation brochure).
- Certain chemicals and various substances normally attack rubber formulations. Mitchell Rubber Tiles should not be used in commercial kitchens and/or areas where impregnation from cooking oils, vegetable fats, etc. is likely to occur. If any particular chemicals or substances are going to be present in the environment, adequate testing should be done in advance to ensure suitability for the application.

****End****