



HUMANE

Fitness Mats Warranty Effective September 1, 2014

All Humane Manufacturing Co, LLC ("Humane") fitness mats sold under the brands of "Guardian", "Super Sport", "Color Fusion", or "Shok Lok" are warranted to be free from defects in both material and workmanship for a period not to exceed five (5) years, subject to the terms and conditions herein. This **Five Year Limited Warranty** runs from the date of original purchase, covers product use under normal non-abusive conditions and provides the sole remedy against the manufacturer, which will be the replacement or repair of the defective mats or payment in lieu of same, as determined in Humane's sole discretion. Humane shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs. If a defect is discovered, the customer must notify Humane through their dealer within 15 days of identification of said defect. Humane 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. In the event of a warranty claim, Proof of Purchase from Humane or qualified dealer is necessary for the warranty to be valid.

The Humane Fitness Warranty **does not cover** dissatisfaction or damage due to or arising out of: improper installation; normal wear; use or installation of the product in an environment incompatible with the product; improper maintenance or usage; general misuse, including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, damage from cleaning products not recommended by Humane; slight shade variations or shade variations due to exposure to direct sunlight; or differences in color between samples or photographs and actual flooring. It is the purchaser's sole responsibility to inspect the product before installation to ensure that the product meets purchaser's color and other requirements.

Other Warranty Exclusions:

- The exact matching of shade or color, (from mat to mat or order to order); slight variations in color due to shadowing/shading are inherent in recycled rubber products.
- 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.
- Exposure to chlorine, solvents, acids, acidic foods, abrasive chemicals, iodine, or other harmful chemicals
- Labor costs for installation of original or replacement material.
- Freight costs.
- Problems caused by uses, maintenance, and installation that are contrary to Humane recommendations or instructions.
- Material installed despite obvious defects that should be reported to Humane prior to installation.
- Fading and/or discoloration resulting from heavy sunlight exposure and ultraviolet light exposure from direct or glass-filtered sunlight.
- Damage to flooring products from pallet jacks, tow-motor traffic, and movement of heavy equipment.
- Premature wear from skate blade and roller exposure.
- Embossing/density deviations between product and samples or photography.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES OF PURCHASER FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES AND IN NO EVENT SHALL HUMANE BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF USE. IN NO EVENT WILL HUMANE'S LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS COVERED HEREUNDER.

YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE.

Disclaimer: Recycled rubber as with any recycled product, can vary. Tolerances in thickness and width have been made as stringent as possible, but some variance is to be expected. ***It is the nature of rubber to expand and contract with changes in temperature and humidity.***

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