



matting / athletics / flooring

GALAXY™ PRO TILE WARRANTY

WARRANTY PERIOD

Covered components are warranted to be free from defects in materials and workmanship under normal use and service for a Warranty Period of five (5) years from the date of delivery of the Product to the original Purchaser. All warranties that covered components conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials are as of the date of sale.

Work performed under this Warranty and Product repaired or replaced is warranted for the remainder of the Warranty Period.

COMPONENTS COVERED

All Galaxy™ Pro Tile rubber flooring tiles are covered.

No other part or component of the Product or installation of the Product is warranted.

TRANSFERABILITY

The warranty may not be transferred in whole or in part. This Warranty applies to materials only and does not include any other cost, such as delivery, installation, removal, or labor costs.

EDGEWOOD'S RESPONSIBILITIES

1. Edgewood warrants that all products it supplies will meet the applicable product specifications specified by Edgewood and will be free from defects in material and workmanship at the time of shipment from Edgewood and for 1 year (the "Initial Warranty Period") thereafter. If defects appear during the Initial Warranty Period, Edgewood will, at its sole option and as the customer's exclusive remedy, repair or replace the defective product. If there are defects in material and workmanship

subsequent to the Initial Warranty Period and up to five (5) years from the original date of shipment, Edgewood will replace the products and charge the customer a prorated amount based on years of use. This calculation will be based on current prices (plus tax) at the time of replacement and is set out in charts below:

- This is a five (5) year limited warranty, prorated as outlined in the warranty coverage schedule below.

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

2. The Warranty only applies provided that Edgewood receives written notice (mailed to address below) of the defect along with proof of purchase from EDGEWOOD or a qualified dealer. To claim under the Initial Warranty Period, the receipt of the required information by Edgewood must be within ten (10) days of the end of the Initial Warranty Period.

4. Any defect determined by Edgewood not to be due to a defect caused by Edgewood (e.g. if it is attributable to alteration, modification, negligence, or misuse by the customer or another person) is not covered by this Warranty. The normal wear and aging of your product due to normal usage is not covered by this Warranty.

5. Designs, data, and other technical information supplied by Edgewood are supplied "AS IS" and are not covered by this or any other warranty, except as expressly stated otherwise in writing by Edgewood.

WARRANTY EXCLUSIONS

This warranty is in lieu of all other representations, warranties, guarantees, obligations or liability, expressed or implied, including any warranty of merchantability or fitness for a particular purpose other than resilient rubber floor covering.

Edgewood strictly monitors color consistency, though exact uniformity of color is not guaranteed between dye lots.

The product will not be covered under warranty if/when/for:

- Improper installation or maintenance of the product, including, but not limited to, the product being found to have been installed with previous damage or irregularities, or installed over uneven/inappropriate sub-surfaces or foreign material such as loose sand, dust, etc.
- Installation or issues caused by excessive moisture under Galaxy™ Pro Tile product or water migration through concrete, etc.
- The material is used in applications/locations other than those for which it was designed.
- Normal wear over time.
- Damage from picks and heel points on Figure Skates, punctures, gouges or tears caused by materials dropped on to flooring.
- Heavy use areas (i.e., players' benches, penalty boxes, main access to ice surface or change rooms, free weight areas) pivot points and other high stress areas where excessive wear will occur because of the nature of use.
- Gradual changes in color shading due to exposure to sunlight and/or climatic conditions.
- Difference in color/shading/flecking variations with actual samples, printed illustrations and/or previously purchased Athletic Flooring products.
- The mat releases from the adhesive over time due to heavy vehicle (forklift) traffic.
- Slight variations in surface appearance/texture are a common occurrence in the manufacture of recycled rubber product and do not indicate a defect.
- The product is damaged due to occurrence of a natural disaster including, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
- 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, are or have been in contact with the product.
- Repairs, alterations, or modifications are made to the surfaces without prior consultation, consent or authorization from Edgewood.

- The Original Purchaser fails to comply with all terms and conditions stated herein.
- The Original Purchaser denies Edgewood and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
- Payment for the product has not been made in full.

PURCHASER RESPONSIBILITIES

The Purchaser is responsible for:

- Proper installation of the Product in compliance with the installation guidelines.
- Using the Product in an application for which it was designed in accordance with the Manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the Product.
- Properly and adequately maintaining the Product in accordance with the maintenance guidelines.
- Ensuring that the Product is not exposed to Petroleum distillates (solvents, chlorine, acidic chemicals), industrial oils or cleaning methods not approved by the Manufacturer.
- Notifying Edgewood of any defect promptly and in any event within sixty (60) days of discovering the defect.
- Complying with all reasonable requests of the Manufacturer in the administration of the warranty claim, including permitting the Manufacturer to inspect any nonconforming Product as installed before it is removed.
- Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the Manufacturer.

FAILURE OF THE PURCHASER TO COMPLY WITH ANY OF THE FOREGOING RESPONSIBILITIES SHALL VOID THE WARRANTY.

ADDITIONAL LIMITATIONS

Edgewood. shall not be responsible for:

- Any use or installation which in the sole judgment of Edgewood is improper, including but not limited to areas exposed ice skates, rolling loads over 500 lbs or pallet jacks under load.
- Preparation of a subbase not specifically approved by Edgewood.
- Attachments, accessory items and parts not sold by Edgewood.
- Integration of the Product with other products, parts or components not covered by an Edgewood warranty, including cleaning products not recommended by Edgewood.
- Addition of ingredients at Purchaser's request.
- Exact matching of shade, color, color mottling and color distribution within the tile and from tile to tile.
- Abuse, neglect, alteration, accident, act of God, vandalism, and/or improper repair.
- Purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of a potential problem.
- Normal wear and tear.

NEGOTIATION

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with Edgewood or its distributor and that Purchaser has agreed to purchase the Limited Warranty subject to these terms and conditions.

ADDITIONAL TERMS

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by Edgewood's General Manager.

DISCLAIMER AND RELEASE

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EDGEWOOD AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE COURSE OF DEALING, USAGE OR TRADE;
- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF EDGEWOOD (WHETHER ACTIVE, PASSIVE OR IMPUTED);
- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES

EDGEWOOD SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT HIS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT.

APPLICABLE LAW

This Warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages, shall be governed by the laws of the Province of Alberta, Canada.