



LIMITED WARRANTY ON MATERIAL



BUYER

PROJECT NAME

PROJECT ADDRESS

SITE AREA OF INSTALLATION	SQUARE FEET INSTALLED	PRODUCT INSTALLED
INSTALLING APPLICATOR:	NAME	TELEPHONE NO.
DATE OF COMPLETION	ADDRESS	

EM Concepts (“EMC”) (Seller) warrants to the Buyer that the EMC tiles sold for the above named project (Tile) will be free from defects in materials and workmanship (subject to the limitations set forth below) for a period of five (5) years from the date of purchase from the Seller or its authorized dealer.

Buyer shall give Seller notice of a claim under this warranty within 30 days of discovering any defects in materials or workmanship. If Seller determines that tile evidences defects in materials or workmanship, Seller’s liability is limited, at Seller’s option, to repair or replacement of defective Tile at the FOB point in the original contract of sale or, at Seller’s option, to a credit to Buyer not exceeding the selling price of the defective Tile. Warranty excludes installation and other costs incurred.

Seller’s responsibility for repair, replacement or credit shall be determined according to the following schedule:

Months Since Date of Purchase:	Seller’s Responsibility as a Percentage of Purchase Price:
0 - 12	100%
13 - 24	80%
25 - 36	60%
37 - 48	40%
49 - 60	20%

EXCLUSIONS FROM COVERAGE

This limited warranty does not cover any of the following conditions:

1. Tile which have been improperly installed.
2. Failure to follow EMC Installation Recommendations.
3. Tile installed using SureLock Clips.
4. Tile installed over improperly prepared sub-surfaces.
5. Tile installed over a sub-surface not specifically approved by the Seller.
6. Normal and/or expected abrasion and wear from foot traffic and play activities.
7. Color change, color loss or shading (color variation) of individual tile.
8. Tile subject to misuse, abuse, neglect, stains, chemical cleaning or contact not specifically approved by Seller.
9. Damage due to standing water, vehicular traffic, high heeled shoes, cleats or any sharp footwear.
10. Applying insufficient adhesive or adhesive other than SureStick.

NOTE: Recycled rubber, as with any recycled materials, can vary. Manufacturing tolerances have been made as stringent as possible, but some variance is to be expected. Expansion and contraction with changes in temperature is natural and is not considered to be a defect.

SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEE OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF EMC, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY. IN NO EVENT SHALL EMC BE LIABLE FOR THE CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND