



715 Fountain Ave.
Lancaster. PA 17601

Limited Warranty

WARRANTY COVERAGE. All rubber products provided by Premier Materials™ are guaranteed to be free from manufacturing defects in both material and workmanship. If such a defect is discovered, the customer must notify Premier Materials either through the contracting installer, distributor, or directly.

If found to be defective within three (3) years of original shipment of the product, under normal non-abusive conditions, the sole remedy against Premier Materials is limited to the replacement or repair of the defective goods, or at the discretion of Premier Materials, credit may be issued not exceeding the selling price of the defective goods. Where seller's product was combined with products not sold by seller, such other products are excluded from this warranty.

Premier Materials shall not cover dissatisfaction due to improper installation, normal wear or quality of installation expected from the use or environment of installation e.g. regulations related to the surfaces such as safety certifications for playgrounds, damage from improper maintenance or usage, or general misuse, including and without limitation: burns, cuts, tears, scratches, scuffs, damage from rolling loads, damage from cleaning products, slight shade variations or shade variations due to exposure to direct sunlight, or differences in color between samples or photographs and actual product.

The seller reserves the right to discontinue, change, modify, any design or color of any product at any time, without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, the seller may substitute another product determined by seller to be of comparable quality and price.

EXCLUSIONS FROM WARRANTY. The above warranties DO NOT APPLY to the following:

- Products produced after product sample was approved by the customer.
- Product met and produced according to customer specifications, after seller has received written customer approval and acceptance of such specification.
- Customer failed to perform sufficient compatibility tests on seller's products and any other product intended to be combined with it.
- The continued use of product after defect is discovered.
- The exact matching of shade, color, or mottling.
- Tears, burns, cuts, or damage due to improper installation, improper use of cleaning agents, or maintenance methods.
- Product failure caused by accidents, misuse, natural disaster, vandalism, or normal wear and tear.
- Wear from chairs or other furniture without proper floor protectors for chairs, tables, and other furniture.
- Labor costs for installation or other processing costs of original or replacement material.
- Sale of "remnants," "Seconds," "Off Goods," or other irregular (non-first quality) materials.
- Problems caused by moisture, hydrostatic pressure, or alkali sub-floor.
- Problems caused by uses, maintenance, and installation that are contrary to prevailing industry standards.
- Material processed and/or installed with obvious defects.
- Changes to the Product resulting from the ordinary aging process of rubber, including, but not limited to, fading, discoloration and/or changes in mechanical properties.
- Environments where product will be exposed to animal fats, vegetable oils, grease or petroleum-based materials (i.e. commercial kitchen or auto repair facilities).
- Frosting due to environmental factors.
- Differences in color between products and photography.
- Embossing/density deviations between product and samples, photography.

These warranties are in lieu of any other warranty expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

THERE ARE NO IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES SHALL APPLY AFTER THE APPLICABLE PERIOD OF EXPRESS WRITTEN WARRANTY ABOVE. NO OTHER EXPRESS WARRANTIES BEYOND THOSE MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO ANY PRODUCT, SHALL BIND PREMIER MATERIALS. THE EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE PRODUCT OR MATERIAL AS SET FORTH ABOVE. THE TERMS OF THIS WARRANTY PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE OF THE PRODUCTS COVERED HEREBY. PREMIER MATERIALS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, EXPENSES INCURRED FOR SUBSTITUTE OR REPLACEMENT PRODUCTS, LOSS OF USE, OR ANY OTHER COST OR EXPENSE NOT SPECIFICALLY IDENTIFIED HEREIN.

In no event shall recovery of any kind be greater than the amount of the purchase price of the product or material sold. You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the misuse or inability to use the product.

HOW LOCAL LAWS RELATE TO THIS WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. These warranties give you specific rights, and you may also have other rights which vary from state to state. To know what your rights are in your state, consult your counsel, local or state Consumer Affairs Office, or your State Attorney General.



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