



## **LIMITED 1-YEAR WEAR WARRANTY FOR RUBBER and TPe WALL BASE**

**American Biltrite (Canada) Ltd. warrants that American Biltrite (Canada) Ltd. Rubber and TPe Wall Base will be free from defects in materials and workmanship for a period of one (1) year after purchase provided that the warranty set forth shall apply only if such products are installed and maintained in accordance with the written instructions published by American Biltrite (Canada) Ltd. Such warranty shall be voided if such products are removed from the site of their original installation. This warranty applies to all purchases made after March 1<sup>st</sup>, 2004.**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT. Without limiting the generality of the foregoing, SUCH WARRANTIES DO NOT COVER: (i) workmanship of installation; (ii) dissatisfaction, problems or damage due to installation or maintenance other than as recommended by American Biltrite (Canada) Ltd. (recommended installation and maintenance instructions are available from American Biltrite (Canada) Ltd. at Buyer's request); (iii) damage due to accidents, gouges, scuffs, scratches or indentations; (iv) dissatisfaction, problems or damage due to irregularities caused by subfloor, including but not limited to moisture, alkali, or hydrostatic pressure in subfloor; or (v) "seconds," "substandards," "irregulars," or "offgoods" which are sold by American Biltrite (Canada) Ltd. strictly on an "as is" basis. If Buyer's order is for or includes goods ("Articles") made by another manufacturer, Buyer acknowledges that American Biltrite (Canada) Ltd. is not the manufacturer of such Articles and therefore American Biltrite (Canada) Ltd. MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO SUCH ARTICLES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT. All Articles made by another manufacturer are warranted only to the extent of the manufacturer's express warranty to American Biltrite (Canada) Ltd., which American Biltrite (Canada) Ltd. will provide at Buyer's request.

### **CLAIMS**

All claims must be made in writing and sent to American Biltrite (Canada) Ltd., Customer Service Department, 200 Bank Street, Sherbrooke, QC, J1H 4K3, Canada. ALL CLAIMS FOR SURFACE DEFECTS OR VARIATIONS IN COLOR OR PATTERN MUST BE DELIVERED TO AMERICAN BILTRITE (CANADA) LTD. IN WRITING BEFORE THE ARTICLE IS INSTALLED. American Biltrite (Canada) Ltd. reserves the right to accept or reject any such claim in whole or in part, and Articles as to which a claim is accepted shall be shipped to American Biltrite (Canada) Ltd. at American Biltrite (Canada) Ltd.'s expense. American Biltrite (Canada) Ltd. will not, however, accept the return of any Article without the prior written approval from the American Biltrite (Canada) Ltd. Customer Service Department.

### **LIMITATION OF REMEDIES AND DAMAGES**

American Biltrite (Canada) Ltd.'s liability and Buyer's exclusive remedy hereunder will be limited solely to repair, replacement or credit the defective areas at American Biltrite (Canada) Ltd.'s discretion. AMERICAN BILTRITE (CANADA) LTD. WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE ARTICLES OR FROM THE ARTICLES BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE.

**No person, including any representative, employee or agent of American Biltrite (Canada) Ltd. is authorized to assume on behalf of American Biltrite (Canada) Ltd. any liability or responsibility in addition to or different from that described above. Any and all representations, promises, warranties, or statements that are in addition to or different from the terms set out above are of no force or effect.**

