



LIMITED 10 YEAR WEAR WARRANTY FOR MARATHON: MOSAIC, CLASSIC, PLUS, ACCESSORIES, OASIS, DURA-MED

American Biltrite (Canada) Ltd. warrants that American Biltrite (Canada) Ltd. Marathon Mosaic, Marathon Classic (Round, Square, City Square, Lakeland Slate, Desert Stone), Marathon Plus Flooring and Accessories, Marathon Oasis Rolled Rubber, Marathon Dura-MED Rolled Rubber, will be free from defects in materials and workmanship for a period of ten (10) years 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 August 1, 2001.

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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 COLOUR 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.

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