



5 YEAR LIMITED WARRANTY

Dinoflex Group Limited Partnership warrants to the original purchaser of NuVista Rubber Tiles that the components listed below will at the time of sale conform to the specifications and technical data as set forth in the manufacturer's technical and promotional materials and will be free from defects in material and workmanship under normal use and service as outlines below.

"Original purchaser" means the first purchaser other than the distributors and dealers.

"Product" includes rubber tiles and tile connectors, adhesives distributed by Dinoflex Group Limited Partnership, and installation/maintenance manuals, technical data and other advice, if any, any provided by Dinoflex Group Limited Partnership.

The original purchaser must have purchased the product from a certified Dinoflex Representative.

This warranty is subject to each of the following terms and conditions:

WARRANTY PERIOD

Covered components are warranted to be free from defect 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 rubber tiles and tile connector pins 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.

DINOFLEX GROUP LIMITED PARTNERSHIP'S RESPONSIBILITIES

If a defect in material or workmanship in a covered component is found during the warranty period, Dinoflex Group Limited Partnership will at our place of business or other site approved by us and at our sole choice:

- Repair the covered component using new, remanufactured or approved, repaired parts and/or components, at our sole choice, needed to correct the defect. Replace in proportion to years of actual use less than five years at our sole choice any covered components determine by Dinoflex to be nonconforming. Replacement costs shall be allocated between Dinoflex and the purchaser by prorating those costs.
 - For example, if 20 tiles are determined to be nonconforming after two years of use, Dinoflex will supply 3/5ths equal to 12 replacement tiles at no cost to the purchaser.
 - Purchaser will be responsible for buying 2/5ths equal to 8 replacement tiles.



PURCHASER RESPONSIBILITIES

The purchaser is responsible for:

- Proper installation of the product compliance with the installation guidelines and all applicable regulations and standards.
- 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 distillants (solvents, chlorine, acidic chemicals), industrial oils or cleaning methods not approved by the manufacturer.
- Notifying Dinoflex Group Limited Partnership of any defect promptly and in any event within sixty (60) days of discovering 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 installed before it is removed.
- Removal and reinstallation 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

Dinoflex Group Limited Partnership shall not be responsible for:

- Any use or installation which in the sole judgment of Dinoflex Group Limited Partnership is improper.
- Preparation of a subbase not specifically approved by Dinoflex Group Limited Partnership.
- Attachments, accessory items, and parts not sold by Dinoflex Group Limited Partnership.
- Integration of the product with other products, parts or components not covered by a Dinoflex Group Limited Partnership warranty.
- Addition of ingredients at purchaser's request.
- Exact matching of shade, color and color distribution.
- Abuse, neglect, alteration, accident, act of God, vandalism, and/or improper repair. If the product is damaged due to an occurrence of a natural disaster include, but not limited to, flooding, earthquakes, tornadoes, hurricanes, etc.
- Purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of potential problem.
- Normal wear and tear and aging of your product due to normal usage is not covered by this warranty.
- Any defect determined by Dinoflex not to be due to a defect caused by Dinoflex (e.g. if it is attributable to alteration, modification, negligence, or misuse by the customer or another person) is not covered by this warranty.
- This warranty is in lieu of all other representations, warranties, guarantees, obligations or liability, expressed or implied, including any warranty of merchantability for a particular purpose other than resilient rubber floor covering.
- Any express or implied promise made by any salesperson or representative.



- Tears, burns, cuts or damage due to improper installation, improper use or improper cleaning agents or maintenance methods.
- Labor costs for installation of original or replacement material.
- Sale of “remnants”, “seconds”, “off goods” or other irregular (non-first quality) flooring materials. With respect to “seconds”, “off goods”, or “remnants” such are sold “as is,” and Dinoflex makes no warranties whatsoever, express or implied with respect thereto, including warranties of merchantability or fitness for a particular purpose.
- Material installed with obvious defects.
- Installation of Dinoflex products with adhesives other than those recommended by Dinoflex.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Material that is not installed and maintained as recommended by Dinoflex.
- Environments where the product will be exposed to animal fats, vegetable oils, grease or petroleum-based materials. (i.e.: commercial kitchens or auto repair facilities.)
- Differences in color between products and photography.
- Density deviations between product, samples and photography.
- The material is used in applications/locations other than those for which it was designed.
- Damage to flooring products from pallet jack and tow-motor traffic.
- Difference in color/shading variations with actual samples, printed illustrations and/or previously purchased Dinoflex products.
- The mat releases from the adhesive over time due to heavy vehicle (forklift) traffic.
- The original purchaser fails to comply with all terms and conditions stated herein.
- Repairs, alterations or modifications are made to the surfaces without prior consultation, consent or authorization from Dinoflex. Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the Manufacturer.
- Payment for the product has not been made in full

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 Dinoflex Group Limited Partnership or its distributors 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 Dinoflex Group Limited Partnership’s CEO.

DISCLAIMER AND RELEASE

Dinoflex Group Limited Partnership 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 British Columbia, Canada.

