

**Protex Industries LLC Limited Warranty  
For GymPro Premier Tile**

Protex Industries LLC (“SELLER”) warrants that GymPro (the “Product”) sold to the first end user (“END USER”) will be free of Manufacturing defects in materials provided that they are stored, installed, and maintained strictly in accordance with the SELLER’s instructions for a period as provided in Section IV of this Limited Warranty.

**Receipt and Installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.**

This Limited Warranty applies only to installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

**I. Installation and Maintenance Requirements**

This Limited Warranty applies only if:

- (A) The Product is installed and maintained according to the SELLER’s instructions furnished to END USER at the time of purchase; and
- (B) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than the SELLER.

**II. Method for Obtaining Warranty Service**

To obtain a replacement product under this Limited Warranty, END USER must

- (A) provide SELLER with a written notice of any alleged defect within the warranty period stated in Section IV and ten (10) days of its discovery, and
- (B) ship the photographs of the defective product(s) to SELLER, at 111 Wansley Drive, Cartersville, GA 30121, with mailing or shipping charges prepaid.

**III. Warranty Service Provided**

- (A) If the product shall be proved to SELLER’s satisfaction to be defective, within the applicable warranty period described below, SELLER’s obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER’s sole discretion and END USER’s exclusive remedy hereunder and shall be conditioned upon END USER’s fulfilling its obligations under SELLER’s Warranty Claim.
- (B) Pursuant to Subsection (A), SELLER’s warranty services will specifically include providing END USER with alternative floor covering of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. This includes material costs only, and does not include labor and/or shipping.

**IV. Warranty Period**

This limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in the Limited Warranty, apply for ten (10) years, starting from the date of shipment of the Product from SELLER’s manufacturing or distribution facilities, including motor drive or other means of transportation.

#### **V. Exclusions from Warranty**

- (A) This Limited Warranty does not apply to Product which has been discontinued or to a particular color or design which has been discontinued, at the time of sale, or to a Product sold as seconds.
- (B) The following is not included under this Limited Warranty:
1. Color deviations as compared to physical, printed, and/or electronic representations
  2. Damage caused by improper storage and handling prior to installation;
  3. Scratches, splinters, or marks on the Product unless SELLER is notified as soon as the Product is received by the END USER.
  4. Excessive wear from presence of sand and/or grit on installed material;
  5. Damage due to the absence of or inadequate floor rests and floor protectors;
  6. Periodic adjustments and/or shifting not caused by the Product. Such shifting is normally the result of improper handling.
  7. Misuse or abuse of the Product by the END USER; and
  8. Damage caused by unreasonable use and/or negligence;
  9. Damage to the floor caused by unreasonable use and or negligence;
  10. Cuts, burns, shedding, pilling, staining, soiling, matting of fiber, fading or flattening of the pattern, or fiber loss due to abnormal use or application. Fiber loss is defined as pile reduction that exceeds 25% in any one area.

#### **VI. Limitations on Warranty**

This Limited Warranty is provided by SELLER, and it contains only the express warranty provided to END USER by SELLER. SELLER does not authorize any other person to give any other warranties on SELLER's behalf.

**SELLER disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. SELLER further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of product.**

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth within. If the END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

#### **VII. Seller's Liability**

SELLER's liability with respect to the Product sold to END USER shall be limited the warranty provided herein. SELLER shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by seller, or any undertaking, acts or omissions relating thereto.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down, or slow down costs or for any other types of economic loss, and for claims of END USER's customers or any third party for any damages. **SELLER shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.**

#### **VIII. Miscellaneous**

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams, or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.