

## PRODUCT WARRANTY

### Wear

American Essentials flooring as manufactured by Regupol America (the "Seller") warrants that its Recycled Rubber Flooring (the "Product") shall conform to all published specifications, and to any specifications required by Buyer and accepted by Seller, for a period of five (5) years from the date of shipment. Seller warrants that, during the warranty period, the Product shall not exhibit signs of excessive deterioration, as reasonably determined by Seller. All other warranties, including the warranties of merchantability and fitness for a particular purpose, are expressly excluded. Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option, repair or replacement of the defective Product or refund of the purchase price of the defective Product. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever. In no event shall Seller's liability for defective Product sold to Buyer exceed the purchase price thereof.

### Stain Removal

American Essentials flooring as manufactured by Regupol America (the "Seller") warrants that for a period of 5 years, food stains can be removed from the flooring material, so long as the recommended American Essentials finish was applied (three coats in food service areas) upon the original installation and finish coats were re-applied as needed. Stains must be removed with the recommended American Essentials cleaner. Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option, repair or replacement of the defective Product or refund of the purchase price of the defective Product. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever. In no event shall Seller's liability for defective Product sold to Buyer exceed the purchase price thereof. *The exclusions to this warranty include spills that damage the product such as hot animal grease and other petroleum based items. Mustard spills unattended for a period in excess of 24 hours have proven to leave very slight discolorations as well.*