



WARRANTY DATA -- RESILIENT TILE FLOORING 09 65 19

BURKE®

Part of Burke Flooring, A Division of Burke Industries

LIMITED FIVE-YEAR WEAR WARRANTY MERCER VINYL AND TYPE TP RUBBER STAIR TREADS

Mercer Vinyl and Type TP Rubber Stair Treads, Nosings and Accessories are warranted to be free from defects in material and workmanship at the time of shipment. Written notice of any claimed defect must be received by Burke Industries within one year after the date of shipment.

This warranty does not apply to: (a) material degradation caused by cuts, tears, punctures, soiling, staining or other abuse; (b) delamination issues related to improper substrate preparation, excessive moisture in the substrate and improper leveling or patching compounds (c) improper installation and (d) animal fat and grease exposure.

BURKE® MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

Limitation of Liability: The obligation of Burke Industries, and Buyer's sole remedy under this Limited Warranty, shall be the supply of replacement products for the failed material from regular product inventory lines. Burke shall not be liable for labor or any of the costs incurred in the repair or replacement of products, nor shall Burke be liable in contract, in tort (including negligence), or otherwise, for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of Buyer, or for any special, indirect, incidental or consequential damages whatsoever. Under no circumstances shall Burke's liability exceed the purchase price of the goods in respect of which damages are claimed.

Submission of Claims: Claims of excessive wear must be submitted during the warranty period, in writing, to Burke Industries. All claims must be adequately documented as to date of installation, extent of wear, usage application and proper maintenance, in accordance with Burke recommended maintenance procedures.

This limited wear 5 year warranty is part of Burke's general Burke products warranties (the terms of which are incorporated herein), and gives you specific legal rights. In addition, you may have other legal rights and remedies under applicable Federal and State laws.

WARRANTIES

*Burke Flooring Products, a Division of Burke Industries
2250 South Tenth Street, San Jose CA 95112
(408) 297-3500 E: Burkeflooring.com*

Limited Warranty: Goods furnished by seller shall conform to the product description for such goods. All first quality goods are warranted to be free from defects in material and workmanship at the time of shipment for a period of one year from installation. Burke products are warranted to be free from defects in material and workmanship at the time of shipment. Written notice of any claimed defect must be received by Burke within one year after the date of installation. Burke Rubber Flooring and Stair Treads are further warranted against excessive wear when properly installed under normal usage in recommended applications for a period of ten (5) years. Seller shall convey good title to Buyer. Seller further warrants its rubber flooring products against excessive wear for the period of time specified in its Limited Wear Warranty Statement for the respective goods. Color shade may vary from printed illustrations or samples. Seconds or irregular materials are sold as is without warranty as to quality in any respect.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Product Suitability and Installation: Seller shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by Buyer and/or others, and such determination shall be the sole responsibility of Buyer and/or others. Suggestions or recommendations made by Seller in its product literature concerning uses or applications of the goods are believed to be reliable, but Seller makes no warranty or guarantee of results to be obtained, since conditions of the use, application and installation by Buyer and others are beyond Seller's control and will vary at each site location. No representative of Seller has authority to make any representation, promise or agreement, except as herein stated. No warranty as to installation will apply unless Burke adhesives are used in accordance with Burke's installation manual.

Claim Period and Remedies: Prompt written notice shall be given to Seller of any claim of breach of warranty or otherwise relating to the goods. Should any failure to conform to these warranties under normal and proper use occur within the warranty period, Seller will supply, without charge, new goods of the same or similar color, design and grade for the defective goods or, at its option, Seller may refund the purchase price thereof with due allowance made for the service rendered by the goods returned. Inspection by an authorized representative of Seller will be required to verify that a manufacturing defect exists. The remedies provided above are the Buyer's sole remedies for any failure of Seller to comply with its obligations. Correction of any nonconformity by replacement or by refund of the purchase price of the nonconforming goods (less allowance for use), shall constitute complete fulfillment of all the liabilities of Seller with respect thereto, whether the claims of Buyer are based in contract or tort (including negligence), or otherwise.

Limitation of Liability: Seller shall not be liable in contract, in tort (including negligence), or otherwise for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. Under no circumstances shall Seller's liability exceed the purchase price of the

goods in respect of which damages are claimed. The obligation of Burke and Buyer's sole remedy under its Limited Wear Warranty is the supply of replacement flooring tiles for the failed material from regular product inventory lines. Burke shall not be liable for labor or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Burke be liable for any special, indirect, incidental or consequential damages.

Disclaimers and Caveats: Burke rubber flooring products will conform to the Buyer's expectations given such reasonable variations as generally acceptable in the trade. Product variations include, but are not limited to, pattern registration, color variation, fleck dispersion and other product attributes not specifically covered by specifications indicated in Seller's literature.

Exclusions: The Burke rubber flooring products warranty **excludes:**

- The exact matching of shade, color or mottling.
- Any expressed or implied promise made by any salesman 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 "Seconds", "Off Goods" or other irregular (non-first quality) flooring materials. With respect to "Seconds" or "Off Goods", such are sold "as is", and Burke makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular purpose.
- Problems caused by moisture, hydrostatic pressure or alkali in the subfloor.
- Problems caused by uses, maintenance and installation that are contrary to Burke's specifications, recommendations or instructions.
- Material installed with obvious defects.
- Damage to flooring products from high heels or spike heels.
- Installation of Burke products with adhesives other than those recommended by Burke.
- Material that is not installed and maintained as recommended by Burke.
- Tiles may have slight color variations not detected at the factory. All tiles must be dry laid and examined under standard lighting conditions for color acceptance before being installed (see Burke installation brochure).
- Certain chemicals and various substances normally attack rubber formulations. Burke Rubber Tile and Burke Stair Treads should not be used in commercial kitchens and/or areas where impregnation from cooking oils, vegetable fats, etc., is likely to occur. If any particular chemicals or substances are going to be present in the environment, adequate testing should be done in advance to ensure suitability for the application.