



matting / athletics / flooring

WORK MATTA WARRANTY – COMMERCIAL 10 YEARS

WORK MATTA LIMITED WARRANTY

Thank you for choosing the Work Matta™ work surface product ("Product") distributed by Edgewood Matting Ltd. ("We" or "Us"). By purchasing the Product, You accept all of the following terms and conditions. Please fully read the accompanying installation procedures, cleaning instructions and other accompanying written materials/warning labels prior to use of this Product and only use the Product in strict and full compliance with authorized uses described therein. FAILURE TO COMPLY WITH SUCH USE REQUIREMENTS MAY VOID THIS LIMITED WARRANTY. • Subject to sections 2 and 3, this Warranty applies to the following products: Work Matta Comfort Diamond ShieId™ (Open & Closed); Work Matta Comfort Smooth Top™; Work Matta Comfort Carpet Top™; Work Matta Excel Shock Pocket™ (Open & Closed); Work Matta Ergo Diamond ShieId™ (Open & Closed). • Subject to section 2 and 3, this Warranty does not apply to the following products: Work Matta ESD™, Work Matta Grit™.

1. 10-YEAR LIMITED WARRANTY

As the manufacturer of this Work Matta™ work surface, except as otherwise provided herein, We hereby warrant (the "Warranty") to You as original purchaser only that the Product (or component parts thereof) manufactured by Us is free from defects in materials and/or workmanship under normal use and service, normal and reasonable wear and tear surface marking caused by abrasion with footwear and/or equipment and color fading excepted, subject to exceptions at Section 2 and Section 3 below, for a period of ten (10) years immediately subsequent to the date of original invoice of the Product by Us to You ("Product Warranty Period"). Our entire liability and Your exclusive remedy for breach of the above Warranty, unless excepted pursuant to Section 2 and/or Section 3 herein below (to the fullest extent permitted by applicable law), shall be as follows: We will provide to You free of charge (either directly or through Our authorized representatives), repair or replacement of Products or component parts thereof (at Our sole and absolute

discretion) of Our own manufacture, [including replacement of a Product if You notify Us in writing within thirty (30) calendar days after Your discovery of the defect]; provided, however, that this remedy shall not apply to damages caused by Your failure to properly install and/or maintain the Product in compliance with the Product manual and/or any and all written literature/instructions accompanying the Product or any damages or deterioration due to weather conditions or other acts of God beyond Our control. If Your return of a Product or component part thereof is deemed necessary by Us (in Our sole and absolute discretion), such Product or component part must be shipped by You in the original carton or equivalent packaging, fully insured, with shipping charges prepaid by You. We do not and will not assume any responsibility for any loss or damage to the Product or component parts incurred in shipping.

2. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

OUR SOLE AND EXCLUSIVE WARRANTY TO YOU WITH RESPECT TO THE PRODUCT IS AS SET FORTH ABOVE. UNLESS OTHERWISE SPECIFICALLY PROVIDED ABOVE, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCT AND WE HEREBY SPECIFICALLY EXCLUDE AND DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY DUALITY, CORRESPONDENCE WITH DESCRIPTION, VALUE OR FITNESS FOR ANY INTENDED USE AND/OR NON-INFRINGEMENT, ALL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE UNIFORM COMMERCIAL CODE IN THE STATE IN WHICH YOU RESIDE AND THE NEW ZEALAND SALE OF GOODS ACT, AND AS ANY OF THE SAME MAY BE AMENDED AT ANY TIME AND FROM TIME TO TIME, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY US. PURSUANT

TO ARTICLE 6 OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("UN CONVENTION"), THE PARTIES HEREBY EXPRESSLY AGREE THAT THE UN CONVENTION SHALL NOT APPLY TO THIS OFFER (INCLUDING BUT NOT LIMITED TO ARTICLE 35 OF THE CONVENTION OR ANY SUCCESSOR PROVISION THERETO), THE PRODUCT SOLD TO YOU OR THE RELATIONSHIP BETWEEN THE PARTIES CONTEMPLATED HEREBY. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. THIS WARRANTY DOES NOT COVER NORMAL OR REMEDIAL MAINTENANCE REPAIRS, FAILURES DUE TO ACCIDENT OR IMPROPER USE OF THE PRODUCT, OR DAMAGES OR DEFECTS IN THE PRODUCT CAUSED OR CONTRIBUTED TO BY ANY CAUSE EXTERNAL TO THE PRODUCT IN THE EVENT A COURT DETERMINES THAT YOU ARE ENTITLED TO MONETARY DAMAGES IN LIEU OF THE REMEDIES PROVIDED HEREIN, OUR ENTIRE LIABILITY TO YOU SHALL IN ALL EVENTS BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU AND ACTUALLY RECEIVED BY US (OR OUR REPRESENTATIVE) FOR THE MATTA PRODUCT THAT IS THE SUBJECT OF A CLAIM OF BREACH OF THIS WARRANTY.

3. EXCEPTIONS

This Warranty shall apply only to the original purchaser of the Product. No rights with respect to this Warranty may be assigned or transferred by You to any third party without Our written consent (which may be withheld by Us for any reason or no reason at Our sole and absolute discretion) and any attempted such assignment or transfer shall be null and void. Unless We agree otherwise in writing, in no event is any affirmation, representation or warranty relating to the Product applicable to anyone other than You as the original owner of the Product, and no other person is entitled to rely thereon. You must follow all installation and maintenance instructions set forth within the Work Matta™ Product manual and all accompanying written materials/Warning labels at all times. We are not responsible for any Products which are improperly maintained and/or installed (including any installation and/or maintenance by any person other than by Us or Our authorized representatives, unless installed/maintained by a qualified or technically competent person approved by Us in writing prior to any such installation/maintenance or attempted installation/maintenance). This Warranty shall apply only to Products located at the original location of installation by Us or Our authorized representatives and only so long

as the Product has not been moved, altered, repaired or attempted to be moved, altered and/or repaired by any party other than Us or Our authorized representative. Specifically, you are solely responsible for the maintenance obligations as determined by the manufacturer (at Your sole cost and expense). IF THESE REQUIREMENTS ARE NOT FOLLOWED, THE WARRANTY SHALL BE VOID AND YOU SHALL HAVE NO RECOURSE TO ANY REMEDIES PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. This warranty shall not apply in any event where: the Product has been exposed to corrosive chemicals or has been subject to frequent or prolonged direct exposure to sulfur-based oils or fluids containing emulsifiers (including but not limited to some cutting oils and some lubricating oils; the Product has been subject to severely abrasive situations or has been subject to other extreme conditions (including but not limited to extreme load bearing, extreme and rapid temperature variation) to the Grit Surfacing of any Product within the Matta range. Notwithstanding this exception excluding the Grit Surfacing component of the Product, this Warranty shall apply to that part of the Product which has had the Grit Surfacing applied to it insofar as such a Product which excludes Grit Surfacing is covered herein); to any Product within the Work Matta ESD™ range which is covered, by a separate and specific, Work Matta ESD™ warranty document. This Warranty shall not apply in any event to any failure or damage caused or incurred through neglect; lack of normal or remedial maintenance (which shall be Your sole responsibility, at Your sole cost); where the product has been subject to outdoor use; failure due to accident or misuse (including without limitation use for purposes other than as described within any written manual, instructions or other materials accompanying the Product); normal and reasonable wear and tear (including surface marking and color fading) or damages due to or defects caused or contributed to by any cause external to the Product or beyond Our control. IN ANY SUCH EVENT(S), THE WARRANTY SHALL BE VOID AND YOU SHALL HAVE NO RECOURSE TO ANY REMEDIES PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. Since conditions of use over which We have no control may have a significant effect on the Product, We disclaim any warranty that the Product will conform to any standards and requirements set forth in the United States Occupational Safety and Health Act of 1970 {OSHA}, as amended, or the rules and regulations promulgated thereunder.

4. GENERAL

The provisions of the Uniform Commercial Code for the sale of goods, and the substantive law, of the state/province in which You reside shall apply to this Warranty. All disputes regarding this Warranty shall be resolved in an appropriate state/province or federal court of competent jurisdiction in the state/province in which You reside. We deliver the Product, and You accept the Product, subject to the foregoing warranty disclaimer and limitation of remedies provisions. Our distributors, sales representatives, employees, officers, and/or agents are not authorized to modify or expand the scope of this Warranty and any such attempted or purported modification or expansion by any of Our distributors, sales representatives, employees, officers, and/or agents shall be null and void, if any provision of this Warranty is found by a court of competent jurisdiction to be contrary to applicable law, such provision will not be enforced and the remaining provisions of this Warranty will remain in full force and effect.