

# 10 YEAR FULL PRODUCT WARRANTY

Effective as of: \_\_\_\_ /\_\_\_\_

Last Revised: March 6, 2020

# sofSURFACES Inc. warrants that duraTRAIN<sup>®</sup> tiles will be free from defects in materials and workmanship.

#### What does the warranty cover?

Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface. The locking system when installed according to the manufacturers' specifications, will ensure the surface remains fixed and functional.

#### What will we do?

Any segment of a duraTRAIN surface that fails to meet the warranty criteria within ten (10) years from the date of purchase will be repaired or replaced. Depending on usage and traffic in heavy wear areas, you may experience accelerated wear on certain tiles. Please refer to the installation manual for further instructions on how to replace individual duraTRAIN tiles or contact a member of our sales and support staff at 800.263.2363.

#### Warranty Coverage

sofSURFACES shall be responsible for 100% of the product cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within ten (10) years from the original date of purchase.

### Warranty Exclusions

Product failure caused by accidents, misuse, natural disasters, vandalism, improper installation, or maintenance and the like (see installation care and maintenance instructions).

- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Black transfer which can occur over time to recycled rubber
- Failure due to improper sub-surface preparation
- Punctures from extreme high forces, such as high heels, narrow tipped chair or table legs, kickstands and pogo sticks
- Use of the product in a manner not intended for its manufactured application
- duraTRAIN rubber fitness tiles may suffer visible damage as a result of extreme high forces (up to 2,000 pounds per square inch).
  sofSURFACES will not accept damage claims caused by such concentrated high pressure.

#### How to submit a warranty claim

A warranty claim should be made directly to sofSURFACES. Please provide a description of the claimed defect, the date the defect was discovered, photographic images and the project name, site address, phone and email address so we can contact you and request additional information if required to process your claim.

## Additional Considerations

sofSURFACES' liability is limited to the material and transportation costs of repair or replacement of the product at sofSURFACES' option.

Where duraTRAIN is installed only in high traffic areas or installed in combination with other surfacing products not sold by sofSURFACES, such duraTRAIN are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original warranty.
- sofSURFACES reserves the right to discontinue or change any design or color of any products at any time without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, a suitable replacement of comparable quality and price will be recommended.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state and province to province.







We'd like to hear from you! Comments and photos are always welcome!