



**PROFESSIONAL USE
5 YEARS LIMITED
WARRANTY**

(Removable installation for temporary events)

Product

Omnisports Speed, Omnisports Speed Tennis de Table, Omnisports Training, Omnisports Reference Multi-use, Dancefloor, Protectiles, Touchdown.

(Hereinafter the “**Product**”)

Scope

Subject to the terms and conditions specified herein, for the Product:

Tarkett Sports (hereinafter “Tarkett”) warrants to Customer, that the above described Product(s) is/are free from defects in materials under normal use and maintenance, as long as the Product(s) were installed in accordance with the Installation Systems section of this warranty/Technical Data Sheet (hereinafter TDS), Tarkett installation and maintenance guidelines, drawings, plans and specifications for the Product.

Tarkett also warrants to Customer, subject to all terms and conditions contained in this Warranty, that there will be no wear-through of the Product’s wear layer under normal use and maintenance, as long as the Product was installed in accordance with the Installation Systems section of this Warranty, Tarkett installation and maintenance guidelines, and drawings, plans and specifications for the Product. For purposes of the Limited Wear Warranty, “wear-through” refers to the top layer of the Product and means a complete loss of the wear-layer so that the printed layer (pattern or color) is materially changed or affected.

This Warranty shall be in force for a period of five (5) years from the date of purchase of Product as specified on the invoice.

Claims under Warranty

The customer must provide Tarkett Sports or the retailer proper written notice of any claimed defect immediately upon learning of the defect and in no event more than 30 days after the claimed defect is discovered. The claim shall be sent to:

The claim must be accompanied by:

- a copy of the invoice,
- the manufacturing serial number shown on the reverse and/or on the packaging, delivery slip
- One or more photographs or sample, and an accurate description of the defect or fault detected.

The customer must permit an inspection of the Product by Tarkett. If necessary, Tarkett reserves the right at its discretion to remove from the site a quantity of the Product for laboratory analysis.

Any required repair work shall be initiated by Tarkett within a reasonable time after Tarkett’s receipt of Customer’s written notice requesting such repairs. Tarkett’s sole liability under this Warranty shall be limited to either repair or replacement of the affected area of the Product, at its sole discretion, and Tarkett shall have no other obligations or liabilities with respect to defects of the Product..

Should Tarkett be unable to perform the replacement with an identical Product, the Product closest to the original in appearance and quality will be used.

Product repairs or replacements performed under the terms of this Warranty shall not result in any extension whatsoever of the Warranty.

If however, the cause of the defect is found to be outside the scope of the Warranty, Tarkett reserves the right to charge the customer for the cost of the inspection. Any repairs deemed necessary by Tarkett during an inspection of the Product which are the responsibility of the customer (or its agents, contractors, employees or invitees) must be carried out at the customer’s expense in accordance with Tarkett’s recommendations for the Warranty to continue during the Warranty period.

In no event shall Tarkett be liable for any defects on sports systems that are not Tarkett branded.

Inspection and Tests:

Tarkett shall be allowed to inspect the Product during reasonable business hours regarding any claim, which Customer makes under this Warranty; to be present at and to analyze the results of all tests conducted by Customer or others; and to conduct such tests as Tarkett in its discretion may deem advisable. Customer shall promptly furnish Tarkett with a copy of all written reports of any tests performed by Customer or on Customer’s behalf. Tarkett shall not be responsible for any costs or expenses incurred by Customer or others with respect to such tests, except that Tarkett shall pay for the costs of all tests and analyses conducted or directed by Tarkett representatives

Limitations and Exclusions

This Warranty does not apply to any defect, failure, damage, and/or accelerated, undue or excessive wear in or to the Product caused by or connected with: (a) the installation process of the Product on the Customer’s subfloor Product; (b) improper or insufficient design or engineering, or improper or insufficient project drawings, plans or specifications; (c) an inadequate or defective pre-existing subfloor or Product; (d) the inherent characteristics of the earth and/or Product upon which the Product is installed; (e) misuse, abuse, or deliberate acts of vandalism; (f) accident, negligence, or acts of God; (g) static or dynamic loads exceeding Tarkett’s recommendations; (h) use of improper cleaning methods; (i) the introduction or accumulation of moisture around or under the Product beyond the tolerances permitted by Tarkett’s installation guidelines; (j) high moisture and/or other adverse conditions; (k) Customer’s failure to care for and maintain the Product in accordance with Tarkett’s Maintenance Manual and other written instructions; (l) use which is not generally accepted as a typical use of the Product; (m) improper installation; (n) improper protection from excessive loads; and/or (o) floods and/or other events introducing water to the Product.

Furthermore, this Warranty does not cover nor will Tarkett be liable for (1) damages due to personal injury; (2) change of the Product appearance due to excessive ultraviolet (UV) exposure and/or or heat;

(3) damage due to unpredictable and/or unknown causes; (4) damage and/or performance reductions due to improper control of atmospheric soiling and/or contamination; (5) stains and/or discoloration of the Product; and (6) costs associated with the temporary and/or permanent closing of the facility in which the Product was installed. Tarkett does not warrant or guarantee the accuracy or sufficiency of any drawings, plans, or specifications not prepared by Tarkett and which are used in connection with installing the Product. This Warranty shall be of no force and effect if Tarkett is not paid in full for the Product and Tarkett's obligations under this Warranty are expressly contingent upon Tarkett being paid in full for the Product.

This Warranty shall not apply to the Product, or any part thereof, which has been repaired or altered without Tarkett's prior written consent. No allowance or credit will be granted for any repairs or alterations to the Product made by Customer except as authorized by this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON TARKETT'S PART. TARKETT SPORTS SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER TORT, CONTRACT OR STRICT LIABILITY AND/ OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES UNDER THIS WARRANTY.

TARKETT'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE PRODUCT WHICH MAY BE DETERMINED TO BE DEFECTIVE. TARKETT'S LIABILITY FOR ANY SUCH REPAIR OR REPLACEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE ATTRIBUTABLE TO THE DEFECTIVE PORTION OF THE PRODUCT WHICH IS REPAIRED OR REPLACED.

Maintenance Instructions

Tarkett has made available or supplied Customer with a copy of the Maintenance Manual containing written instructions for

the care and maintenance of the Product. Customer acknowledges receipt of said Maintenance Manual and agrees to comply with and carry out the instructions contained in it as a condition of this Warranty. The terms of the Maintenance Manual are incorporated in this Warranty by reference. If a Maintenance Manual is not received by Customer at the time of issuance of this warranty, it is the Customer's obligation to request and maintain record of receipt.

Product Installation Systems

Tarkett provides specific installation systems to accommodate a variety of building conditions. It is critical that care is taken by both the Customer and the contractor (and other interested parties) performing the work to understand the benefits and limitations of each system and select the appropriate system. All concrete slabs should be carefully inspected for typical, predictable and acceptable conditions, especially as it concerns moisture testing. Existing buildings and structures that are remodeled may not contain effective vapor retarders/barriers, exhibit poor drainage and/or other conditions that allow the introduction of moisture. All Tarkett installation systems are based on typical, predictable and acceptable concrete conditions. Concrete must maintain conditions consistent with Tarkett's written tolerances, as outlined in Tarkett's installation guidelines. Tarkett does not warrant against the loss of bond or all other adverse effects upon any installation system where conditions exceed Tarkett's written tolerances; this includes, but is not limited to, the presence and/or accumulation of standing water on the Product of the concrete slab or over other installation systems, including moisture mitigation products that Tarkett does not provide. In the event of a claim hereunder, Tarkett reserves the right to perform its own inspections during normal business hours, in its sole discretion, to determine the validity of the claim. Tarkett does not warrant against the effect of high moisture conditions and/or other adverse conditions existing within any and all building materials, components, elements and conditions.

This warranty shall be effective as of the following date:
