

Ultimate RB EPDM Rubber Granule Products Limited Warranty

- 1.0 Ultimate RB's EPDM rubber granule products are guaranteed to be free of manufacturing defects in the material for 90 days ("Warranty Period"). If there are defects in material during the Warranty Period, Ultimate RB will replace or repair the product, as described herein, at no cost to the owner or end user. Should defects in material be found, it is the owner's responsibility to contact Ultimate RB through the point of purchase or directly, as described below before any installation. Warranty does not cover installation. Ultimate RB will not accept any claims related to a finished system without the ability to fully analyze samples of the systems and their component parts. This warranty does not cover dissatisfaction, problems, or other damage to the materials due to, or as a result of:
- 1.1 Improper installations and/or improper maintenance.
 - 1.2 Fading due to sunlight, as outdoor exposure, abrasions, and ultraviolet rays may cause normal change in the surface color, which is not considered a defect under this warranty.
 - 1.3 Shading or color variation of individual pieces due to natural rubber variations.
 - 1.4 Use of or exposure to harsh or acidic chemicals, solvents, acidic food, and abrasive chemicals.
 - 1.1 Fading due to chemicals/liquids such as chlorine and other chemicals, may cause normal change in the surface color, which is not considered a defect under this warranty.
 - 1.2 Water spotting petroleum adhesives or floor sealants.
 - 1.3 Color variation between samples and/or printed illustrations and actual product.
 - 1.4 Wear or product degradation expected from the use or environment of installation.
 - 1.5 Chewing, clawing, or other animal destruction.
 - 1.6 Acts of negligence, misuse, and willful or accidental external influences including, but not limited to, vandalism, riot, or acts of war.
- **Proof of purchase is required.****
- 2.0 The warranty is limited to the repair or replacement of products of Ultimate RB which are shown to be defective. The owner or end user agrees not to advance any claim for any other measure of damage or loss. Ultimate RB shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs.
- 3.0 Ultimate RB shall not be liable for any damage, loss, or claim whatsoever unless:
- 3.1 The manufacturer is notified in writing within fifteen (15) days of any occurrence which might give rise to a claim.

- 3.2 The owner or end user has obtained written authorization from Ultimate RB prior to making any repairs or alterations on or through the surface which may affect the integrity of the materials.
 - 3.3 Ultimate RB is first permitted to inspect the allegedly defective product or cause of the alleged loss, damage, or claim.
 - 3.4 The material is installed according to the written instructions provided by Ultimate RB and used only as intended by Ultimate RB.
- 4.0 If, after inspection, Ultimate RB determines that there has been a material defect in the product within the Warranty Period as described in paragraph 1.0, it is the liability of Ultimate RB to provide either: a) the delivery of repair or replacement material for the impacted area, or b) a credit to be applied toward the purchase of new material. The value of either remedy shall be prorated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum prorated value of either remedy shall be prorated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum pro-rated value of either remedy shall in no case exceed the original purchase price.

Limitation of Warranty:

- 1.0 There is no warranty of merchantability or fitness for a particular purpose, nor any other warranties which extend beyond the description on the face hereof.
- 2.0 Ultimate RB shall not be liable for any incidental, consequential, or other damages.
- 3.0 The remedies stated herein are the sole and exclusive remedies for any claim for damages.
- 4.0 No agent or representative of Ultimate RB products has any express or implied authority to make any representation, promise, or guarantee not stated herein.

Disclaimer:

- 1.0 EPDM rubber granules, as with any product, can vary. Tolerances have been made as stringent as is possible, but some variance is to be expected.
- 2.0 Ultimate RB's products are not to be used in any manner or for any purpose not expressly identified by Ultimate RB.

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