

DURA-TUFF® PLASTIC FLOORING

5 YEAR LIMITED WARRANTY

Manufacturer grants a 5-year limited warranty from the date of purchase for defects in workmanship, which cause a failure of the flooring subject to the terms set forth herein. This limited warranty depends strictly on installation (purchaser must request installation instructions if not received) being properly carried out in accordance with instructions from the Manufacturer and only applies to flooring. This limited warranty is not valid if the flooring is used to support swine weighing over 25 pounds per square foot or if slats are not adequately supported or in any instance where damage or failure has occurred as a result of assembly, attachment, or modification. (If purchaser has any questions with regard to installation, support, assembly, attachment, or modification, purchaser should request and receive written instructions from Manufacturer to prevent this warranty from being invalidated.) Manufacturer is not responsible for loss or damage, which occurs for any reason beyond its control, including fire, acts of God, misuse or abuse. Purchaser's remedy hereunder is limited to the replacement of any defective flooring, and any cost (including freight) with respect to the removal/disposal of any defective part or the installation of any replacement component shall be borne by the purchaser. Manufacturer shall not be liable for consequential or incidental damages which might arise as a result of the failure of any flooring part to comply with this limited warranty or otherwise. THERE ARE NO EXPRESS WARRANTIES (EXCEPT THOSE CONTAINED HEREIN) AND NO IMPLIED WARRANTIES WITH RESPECT TO THE FLOORING, AND MANUFACTURER DOES NOT WARRANT THE MERCHANTABILITY (EXPRESS OR IMPLIED) OF THE FLOORING NOR ITS FITNESS FOR A PARTICULAR USE OR PURPOSE AND THERE ARE NO IMPLIED WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. IF MANUFACTURER FURNISHED PURCHASER WITH SAMPLES FOR EXAMINATION, PURCHASER SHALL BE DEEMED TO HAVE RELIED ON ITS EXAMINATION THEREOF. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND PURCHASER AGREES THAT THE ONLY REPRESENTATIONS OR WARRANTIES WHICH HAVE FORMED THE BASIS OF PURCHASER'S BARGAIN ARE THOSE EXPRESSLY SET FORTH HEREIN. This warranty is available only to the original purchaser and end user. There shall be no third party beneficiaries hereof and this warranty cannot be assigned. To make a warranty claim the purchaser must notify manufacturer in writing at its head office in Dallas, Texas, within ten (10) days of its discovery of any defect or problem, and return the flooring parts to the corporate office at purchaser's expense. Manufacturer shall have a reasonable time to evaluate, investigate and process the claim, and manufacturer's decision as to the applicability of this warranty to the claim shall be binding on purchaser. The terms of this warranty are exclusive and may not be altered or changed, and no variation from its terms will be binding unless contained in a writing signed by an officer of Manufacturer.

Manufacturer may also have issued "TERMS AND CONDITIONS OF SALE" to the purchaser in connection with the flooring purchase. To the extent that the terms of this limited warranty differ from the "TERMS AND CONDITIONS OF SALE", the terms of this limited warranty shall control.

01/04