

IC URETHANE products inc

MANUFACTURERS OF Unique URETHANE PRODUCTS

Limited Warranty

THIS LIMITED WARRANTY APPLIES TO THE PRODUCT LINE OF UNIQUE MATS™.

IC Urethane Products Inc. warrants to the original Purchaser of the UNIQUE MAT [™] that the components listed below will at the time of sale conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials and will be free from defects in material and workmanship under normal use and services as outlined in our product literature.

Original Purchaser means the first purchaser other than distributors and dealers.

Product includes UNIQUE MATS [™] and manuals, technical data, product literature and other advice, if any, provided by IC Urethane Products Inc.

The Original Purchaser must have purchased the Product in North America for use in North America and must provide IC Urethane Products Inc. with a copy of the original receipt.

This warranty is subject to each of the following terms and conditions:

WARRANTY

WARRANTY PERIOD

Covered components are warranted to be free from defects in materials and workmanship under normal use, as outlined in our product literature, for a Warranty Period of ONE (1) year from the original date of purchase of the product by the Original Purchaser.

If used under normal conditions, as outlined in IC Urethane Product's literature, UNIQUE MATS [™] are warranted for FIVE (5) years from the original date of purchase by the Original Purchaser against:

- a) Wear Through of the top elastomeric surface;
- b) Separation of the top elastomeric surface from the foam core.

COMPONENTS COVERED

All UNIQUE MATS [™] are covered under this warranty. No other part or component, including logos on the Product or installation of the Product, is warranted.

TRANSFERABILITY

This warranty is issued to the Original Purchaser only and is not transferable in whole or in part.

IC URETHANE PRODUCTS INC'S RESPONSIBILITIES:

If a defect in material or workmanship in the covered component is found during the warranty period, IC Urethane Products Inc. will at our place of business or other site approved by us and at our sole choice replace or repair at IC Urethane Products Inc's discretion with a new or reconditioned component, or at our choice with an equivalent or better Product.

ORIGINAL PURCHASER'S RESPONSIBILITIES:

The Purchaser is responsible for:

- Selecting the appropriate model, size and color for the specific application.
- Using the Product in an allocation for which it was designed in accordance with the Manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the Product.
- Ensuring the Product is not exposed to Petroleum distillants (solvents or chlorine, such as bleach products)

FAILURE OF THE PURCHASER TO COMPLY WITH ANY OF THE FORGOING RESPONSIBILITIES SHALL VOID THE WARRANTY.

ADDITIONAL LIMITATIONS

IC URETHANE PRODUCTS INC. shall not be responsible for:

- Any use which, in the sole judgment of IC Urethane Products Inc., is improper including damage caused by machinery or equipment.
- Attachments, accessory items and parts not sold by IC Urethane Products Inc.
- Abuse, neglect, alteration, accident, act of God, vandalism and/or improper repair.
- Normal wear and tear.

NEGOTIATION

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with IC Urethane Products Inc. or its distributor and that Purchaser has agreed to purchase the Limited Warranty subject to these terms and conditions.

ADDITIONAL TERMS

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by IC Urethane Products Inc's President.

DISCLAIMER AND RELEASE

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF IC URETHANE PRODUCTS INC. AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEMDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF IC URETHANE PRODUCTS INC. (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

UNIQUE MATS [™] ARE NOT TO BE USED IN AN ENVIRONMENT IN WHICH THERE WILL BE CONTACT WITH EXCESSIVE LIQUIDS, OILS OR FATTY SUBSTANCES. TO DO SO WILL BE AT THE PURCHASER'S OWN RISK AND MAY VOID THIS WARRANTY.

EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES

IC URETHANE PRODUCTS INC. SHALL HAVE NO OBLIGA-TION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT HIS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT.

APPLICABLE LAW

The laws of the Province of British Columbia, Canada shall govern this warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages.

CLEANING AND STORAGE INSTRUCTIONS

- For a list of approved cleaners please visit our website, www.icurethane.com, or contact us at 1.888.833.1887.
- Unique Mats [™] should be stored flat; however it may also be rolled with the foam to the inside and Elastomeric Top Surface to the outside. To roll incorrectly will cause damage to the mat.
- Any mat with a sealed back surface must always be laid flat.

To open a warranty claim, do NOT take the product back to the retailer or distributor. Please contact IC Urethane Products Inc Warranty Claims Department directly: Toll Free 1.888.833.1887 or email: warranty@icurethane.com

Instructions on how to commence a warranty claim can also be found online at: www.icurethane.com

