

## **2-YEAR LIMITED WARRANTY**

### **HARLEQUIN SPRUNG FLOOR FOR BUSINESS AND COMMERCIAL**

#### **WHAT IS COVERED**

This warranty covers any defects in material or workmanship, with the exceptions stated below.

#### **HOW LONG COVERAGE LASTS**

This warranty runs for two years from the date your sprung flooring is delivered.

#### **WHAT IS NOT COVERED**

- This warranty does not cover flooring that has not been installed or maintained in accordance with the written instructions contained in the American Harlequin installation and maintenance document provided to the purchaser on or before the date of installation.
- Any flooring exposed to undue wear and tear.
- Any flooring exposed to excessive moisture or chemicals such as alkali or acids.
- Repairs necessary as a result of any of the following:
  - Fire, accident, abuse, vandalism, negligence or Acts of God including but not limited to extreme humidity or temperature or natural disasters.
  - Failure or damage to the covered flooring due to circumstances not under the control of American Harlequin.
  - Use of cleaners or solvents not recommended by American Harlequin in the American Harlequin maintenance instructions.
  - Bodily injury or property damage or claims arising or allegedly arising out of defect in the design or manufacturing of the covered product.
  - Liability for any incidental or consequential damages, including but not limited to installation costs, in connection with the use of its product.

#### **WHAT AMERICAN HARLEQUIN WILL DO**

American Harlequin will supply, free of charge, sufficient material to replace any sprung floor that American Harlequin determines, after receipt of timely notice and investigation, is defective in material or workmanship.

### **HOW TO GET WARRANTY SERVICE**

In order to be eligible under this warranty, written notice of any defective product should be made to American Harlequin immediately upon discovery of such defect and not more than thirty days after the purchaser or any end user has notice of such defect. This notice should include a brief written description of the problem. Upon the purchaser or end user allowing American Harlequin or its agent reasonable access to the product for inspection and/or testing, American Harlequin will contact you within a reasonable period of time to report the results of the inspection or testing.

### **EXCLUSIVE WARRANTY**

The warranty provided herein and the obligations and liabilities of American Harlequin hereunder are exclusive. THE PURCHASER, BY ACCEPTANCE OF THE COVERED FLOORING, HEREBY WAIVES ANY OTHER REMEDIES, WARRANTIES, GUARANTIES, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW, IN EQUITY OR OTHERWISE [INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF AMERICAN HARLEQUIN WITH RESPECT TO FITNESS, MERCHANTABILITY, LOSS OF PROFIT, INCIDENTAL OR CONSEQUENTIAL DAMAGES] OR WHETHER OR NOT OCCASIONED BY HARLEQUIN'S NEGLIGENCE, EXCEPT FOR GROSS NEGLIGENCE OR WANTON ACTS BY HARLEQUIN. This warranty shall not be extended, altered or varied except by in writing signed by both an authorized representative of American Harlequin and the purchaser.

### **CHOICE OF LAW**

This limited warranty is governed by New Jersey law, and to the extent allowed by law, New Jersey law is to be used to interpret it.