

## **1-YEAR LIMITED WARRANTY**

### **HARLEQUIN VINYL TILES**

American Harlequin warrants its products to be free of defects in material and workmanship for a period of (1) year from the date of delivery. Harlequin guarantees only that the products will not require replacement due to normal wear within the stated one year period.

#### **CONDITIONS**

This warranty is only effective on the condition that the product has been installed and maintained in accordance with the written instructions contained in the Harlequin installation and maintenance brochures, and that the product has not been exposed to undue wear and tear, to excessive moisture, alkali or acids. As an additional condition precedent to recovery under this warranty, written notice of any defect should be made to the Company immediately upon discovery of same and in no event more than thirty days after Purchaser or any end user has notice of any such complaint. Furthermore, it is a condition precedent that the Purchaser or the end user allows the Company and its agents all reasonable access and facilitates for the inspection and testing of the goods complained of, otherwise all sales on Harlequin products are final.

#### **LIMITATION OF RELIEF**

If Harlequin's investigation determines that a product is defective, Harlequin as its sole obligation hereunder will supply, free of charge, sufficient material to replace the product found to be defective. Harlequin will not be responsible for failure or damage arising from circumstances beyond its control and does not assume liability for any incidental or consequential damages, including but not limited to installation costs, in connection with the use of its products.

#### **PERFORMANCE OF WARRANTY**

If the product fails to perform, as warranted, please contact American Harlequin Corporation.

## **EXCLUSIVE WARRANTY**

The warranty provided herein and the obligations and liabilities of Harlequin hereunder are exclusive and in lieu of and Purchaser by acceptance of the product hereby waives all other remedies, warranties, guarantees or liabilities, express or implied, arising by law or otherwise (including without limitation any obligations of Harlequin with respect to fitness, merchantability, loss of profits, incidental and consequential damages) or whether or not occasioned by Harlequin's negligence. This warranty shall not be extended, altered or varied except by a written instrument signed by Harlequin and Purchaser.

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.