

Limited Warranty

Flexco Corporation, Inc. manufactures and markets its products under the trade name Flexco®. All Flexco products are covered by a warranty period from the date of purchase by the Installer or End User against defects in material and workmanship and conform to product specifications, provided installation, maintenance and use falls within Flexco's current written instructions. Most products, as described below, also carry a Limited Wear Warranty and those details are described on a per product basis. The Limited Wear Warranty is related to "Wear Through" of the product wear layer.

NOTICE OF DEFECT PRIOR TO INSTALLATION

Flexco requests notification of any defect prior to installation. If this occurs, Flexco will replace the material at no charge to the Installer or End User. Failure to notify Flexco prior to installation could result in voided product warranty. The installation of defective material waves any right to product and/or labor reimbursement.

NOTICE OF DEFECT DURING OR AFTER INSTALLATION

If defect is discovered during or after installation, notification must be made to Flexco. Flexco must be permitted the right to a sample or inspection of the installation. Upon inspection of the sample or installation, if Flexco determines the product to be defective, Flexco will repair or replace the determined defective product, subject to the limitations of this warranty, and prorated as described within each product section relevant to the limited manufacturers' and/or limited wear warranty. Intentional installation of defective material waves any right to product and/or labor reimbursement.

INDIVIDUAL PRODUCT LIMITED WARRANTIES

NATURAL ELEMENTS PREMIUM WOOD VINYL PLANK & LUXURY VINYL STONE TILE PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
Limited 10 (ten) Year Commercial Wear Warranty
Limited 20 (twenty) Year Residential Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-10, Material Only
- Residential Years 11-20, Material Only

ESD SOLID VINYL TILE PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
Limited 10 (ten) Year Commercial Wear Warranty
Limited Lifetime Conductivity Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-10, Material Only
- Conductivity Warranty applies to Conductive products to read between $(2.5 \times 10^4 - 1 \times 10^6)$ and Dissipative products to read between $(1 \times 10^6 - 1 \times 10^9)$ for the life of the product. Flexco does not recommend and therefore does not warrant the performance of floor finishes, sealers, waxes of any kind, nor will be held liable if the conductivity or dissipated properties of the flooring is either reduced or eliminated, or if the flooring is adversely affected in any way.

APPEAL, CONTRACT & HEALTH DESIGN SOLID VINYL TILE PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
Limited 10 (ten) Year Commercial Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-10, Material Only

HEALTH DESIGN, BASE SCULPTURES, WALLFLOWERS, BASE 2000, WOOD ELEMENTS, AND VINYL WALL BASE PRODUCTS

Limited 2 (two) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
No Commercial or Residential Wear Warranty

If determined by Flexco to be defective, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor

- Year 2, Material & 50% Reasonable Labor

RUBBER STAIR TREAD PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.

Limited 5 (five) Year Commercial Wear Warranty on Heavy Duty Treads

Limited 25 (twenty five) Year Commercial Wear Warranty on Extra Heavy Duty Metal Reinforced Treads

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-5 Heavy Duty, Material Only
- Years 3-25 Extra Heavy Duty, Material Only

Abrasive Safety Inserts – Limited 1 (one) Year Manufacturer's Warranty and Commercial Wear Warranty

Smooth & Ribbed Rubber Inserts – Same Limited Manufacturer's Warranty and Commercial Wear Warranty as the Flexco Tread carrying it.

VINYL STAIR TREAD PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.

Limited 5 (five) Year Commercial Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-5, Material Only

Abrasive Safety Inserts – Limited 1 (one) Year Manufacturer's Warranty and Commercial Wear Warranty

Smooth & Ribbed Rubber Inserts – Same Limited Manufacturer's Warranty and Commercial Wear Warranty as the Flexco Tread carrying it.

FLEXTERIOR METAL STAIR TREAD PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.

Limited 5 (five) Year Commercial Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's

responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-5, Material Only

EVOLVING STYLES, SPEXTONES, DISTINCT DESIGNS RADIAL LOW PROFILE, RADIAL HIGH PROFILE, RADIAL II, RADIAL III, SQUARE2, WEAVE, HAMMERED AND REPEL RUBBER TILE PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document. Limited 10 (ten) Year Commercial Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-10, Material Only

ESD RUBBER TILE PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.

Limited 10 (ten) Year Commercial Wear Warranty

Limited 10 (ten) Year Conductivity Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-10, Material Only
- Conductivity Warranty applies to product readings between ($1 \times 10^6 - 1 \times 10^9$) for the warranted life of the product. Flexco does not recommend and therefore does not warrant the performance of floor finishes, sealers, waxes of any kind, nor will be held liable if the conductivity or dissipated properties of the flooring is either reduced or eliminated, or if the flooring is adversely affected in any way.

TUFLEX FORCE RECYCLED RUBBER TILE PRODUCTS

Premature wear in heavy use areas (Penalty Boxes, Walkways to the Ice, Etc.) is excluded from this warranty and will not be covered.

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document. Limited 5 (five) Year Commercial Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the

warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-5, Material Only

PRIME SPORTS FLOOR RUBBER TILE PRODUCTS

Material may contain skiving marks from the manufacturing process; Flexco does not consider these defects unless they are excessive in nature. Installation of material containing these skive marks is considered acceptance of the material and therefore waiving the right of replacement except under special circumstances determined by Flexco. Prime Sports Floor is made from recycled materials and may contain some light shading within the black material used for production. Flexco recommends dry laying the floor for acceptance prior to installation. In areas where Prime Sports Floor is subjected to Ice Skates, Flexco requires the use of blade guards to ensure full valid warranty is in effect.

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
Limited 3 (three) Year Commercial Wear Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Year 3, Material Only

FLEXTUFT RECYCLED RUBBER TILE PRODUCTS

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
Limited 5 (five) Year Commercial Wear Warranty
Lifetime Delamination Warranty

If determined by Flexco to be defective and/or a wear warranty issue, Flexco will replace or repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor
- Year 2, Material & 50% Reasonable Labor
- Years 3-5, Material Only
- Years 5+ for Delamination, Affected Material Only

ACCESSORIES

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.
No Commercial or Residential Wear Warranty.

If determined by Flexco to be defective, Flexco will replace or

repair the material subject to the warranty, however labor costs will be the end user's responsibility except as provided on the following prorated basis:

- Year 1, Material & 100% Reasonable Labor

ADHESIVES

Limited 1 (one) Year Manufacturers' Warranty including conformity to written specifications and free from manufacturing defects, subject to the terms and conditions of this document.

We provide a bond warranty that covers the life of the wear warranty of the Flexco product the adhesive is being used with. This is as long as it is the recommended adhesive used appropriately per the written documentation. Replacement schedule will fall under the same schedule as the installed Flexco product.

ALL FLEXCO PRODUCTS

The described Limited Warranty applies to all Flexco products, which are installed, maintained and used within the written recommendations of Flexco through the current documented specifications at the time of purchase and installation for the product. To be considered eligible for replacement under this documented warranty, notice must be made 15 (fifteen) days of discovery of the defect by submission of a claim to the appropriate Flexco representative. Appropriate Flexco representatives include active Distribution and/or Regional Territory Managers. Flexco reserves the right to replace the determined defective product with a product of its choice, within reason, due to the unavailability of installed original product or discontinued product offering. Flexco will only be responsible for the replacement of affected Flexco products and products used to install Flexco products. We will not be responsible for other products used in conjunction with Flexco products.

WARRANTY EXCLUSIONS

This written Flexco Limited Warranty does not include issues that fall into the following:

- Any product purchased and installed prior to October 1, 2012
- Any promise made by any salesperson or representative that is not expressly made in written form.
- Workmanship errors, Flexco products should be installed by professional flooring contractors who have demonstrated expertise in the installation of commercial flooring.
- Material installed with obvious defects that are not reported prior to installation.
- Variations in embossing, mottling, color or shade to any products to any photographs, printed brochures and samples provided as marketing tools due to the uncontrolled nature of the samples once they leave the possession of Flexco.
- Fading and/or Discoloration resulting from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.
- Tears, burns or damage due to improper use, installation or maintenance including cleaning materials and methods.
- Unreasonable labor costs and labor cost outside of the described prorated schedule.

- Any concern directly related to the use of a non-approved Flexco adhesive unless approval is given in written form.
- Concerns created from moisture or alkali in the substrate. Flexco requires testing for moisture and alkali prior to installation and all results made available for review upon request.
- Concerns created from markings and/or contamination that “transfer” and/or “bleed through” causing discoloration or staining.
- Concerns from telegraphing of the substrate or improperly prepared substrate.
- Concerns from product installed over raised access panels creating uneven areas within the flooring surface.
- Damage from stiletto high heels, spiked heels, spiked footwear, improper leg and/or chair casters or protection, damaged leg and/or chair casters or protection. The suitability and warranty of casters and/or protection devices used on the flooring surfaces are the responsibility of the appliance or furniture manufacturers and not Flexco.
- Damage resulting from the use of automobiles, pallet jacks and/or forklift traffic.
- Damage, deterioration or premature wear from the use of cleats, spikes and/or ice skates without blade guards.
- Product installed in restaurants, commercial kitchens, cafeterias, work areas or shops in which the products are exposed to oils and grease. Repel Rubber products are recommended for these areas while following the prescribed maintenance programs.
- Products installed outdoors (other than Prime Sports Floor & Tuflex) as Flexco products are designed to perform within

indoor applications only.

- Any product sold as “seconds,” “mill run,” “nonconforming,” or otherwise designated as non-first quality materials. These items are sold “as is.”
- Any additional expenses associated with overtime, replacing or moving appliances or furniture, interruption of business, loss of use or other related costs associated with the replacement of defective product.

WARRANTY DISCLAIMER

FLEXCO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED TO MERCHANTABILITY OR FITNESS FOR USE WITH ANY FLEXCO PRODUCT.

The above written warranties supersede any previous written warranties described in any product literature. Flexco is not responsible for an inaccuracies or misinterpretations of this Limited Warranty document.

The above written warranties are in lieu of any warranties which are expressed or implied and Flexco shall not be held liable for any incidental or consequential damages resulting from any defect, negligence, breach of expressed or implied warranty, except where the exclusion or limitation of incidental or consequential damages is prohibited by state law. These warranties provide specific legal rights; these and other rights may vary from state to state. To learn the legal rights in a specific state, consult the local or state Consumer Affairs Office or the State Attorney General.

COMPANY INFORMATION

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