

WARRANTY

WARRANTY COVERAGE - TEN YEAR LIMITED

WARRANTY COVERAGE - THREE YEAR LIMITED (Athletic Facilities & Golf Spike Environments)

North River Limited, warrants to the original purchaser {Buyer} only that woven flooring product manufactured by North River Limited, will be free from defects in material and workmanship under normal use and service for a period of ten {10} years from the date of purchase. This warranty shall not apply and no warranty of any kind shall exist if this product has been subject to abuse, misuse, neglect or alteration of any type or cause. In addition, North River Limited, is not responsible for defects resulting from improper installation or use, disruption to the subfloor surface causing joint separation or from uses beyond design capability. In addition to the foregoing limitations, North River Limited, limited warranty shall not cover surface stains including stain resulting from asphalt, driveway sealer and rubber wheels, defects resulting from improper maintenance or installation, damage from improper usage including, without limitation, burns, cuts, tears, scratches, scuffs, indentation, damage from rolling loads, improperly casted carts, damage or discoloration from adhesive or floor care products, gradual fade due to excessive sunlight, alkaline, hydrostatic pressure damage from the subfloor, installation over gypsum based patching and leveling compounds or difference in color between samples or photographs and the actual flooring. North River Limited, in its sole discretion, shall determine whether or not the product is defective or otherwise covered or not covered by this warranty. No action for breach of this warranty may be commenced more than one {1} year after occurrence of the alleged breach. This warranty is not transferable. Customer must notify North River Limited, of all manufacture defects within 60 days of purchase. Proof of purchase date will be required.

LIMITATION OF LIABILITY

North River Limited, shall not be liable for the loss of use, loss of time, inconvenience, loss of revenue, or any other indirect, consequential, special or incidental damages whether based upon breach of the above warranty, breach of contract, negligence, tort or under any other legal theory. North River Limited, makes no warranties of any kind, expressed or implied, other than as herein expressly provided and North River Limited, specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow limits on warranties, or on remedies for breach in certain transactions, so the above limitation may not apply.

EXCLUSIVE REMEDY

Buyer's remedy for breach of North River Limited, warranty is repair or replacement, at North River Limited, option, within a reasonable time after notice of defect. In the event that North River Limited, is unable to repair such product, North River Limited, at its

option, shall either replace the defective product or refund the purchase price thereof. These remedies are the exclusive remedy for breach of North River Limited, warranty. North River Limited, shall not be liable for any other charges incurred, including installation cost, as a result of a defective product. In the event that Buyer makes any claim under North River Limited, warranty, North River Limited, reserves the right to require any product to be returned for inspection at Buyer's expense, to North River Limited, factory in Dalton, Georgia. No employee of North River Limited, or any other person is authorized to make any additional warranty or to change this Warranty. Only North River Limited, is authorized to provide warranty service.