

## **POLYMER 5-YEAR LIMITED WARRANTY**

TufTile, Inc. values your business, and the TufTile, Inc. tactile tile (the “product”) you purchased comes with a limited warranty that the product will be free from defects for a period of five years from date of installation subject to ordinary wear and tear. Failure to comply with recommended applications and installation of the product voids this warranty. Customer misuse including negligence, physical abuse and defects resulting from improper installation or resulting from outside forces (including, but not limited to, snow plows causing damage) are not covered by this warranty. Local building codes may require minimum tactile tile performance specifications. TufTile, Inc. does not warrant product installations that violate building codes. While within the limited warranty period, if the product is not in good working order for its intended purposes, a replacement product shall be made available to the purchaser of the product. Purchaser’s remedy is limited to replacement of the product and no consequential or incidental damages and costs (including, but not limited to, lost profits, labor or transportation costs in connection with the removal, replacement and installation of the product) are recoverable or within the coverage of this limited warranty. Any representations made in connection with the sale of this product that differs from the terms of this limited warranty are not covered and should be brought to the attention of TufTile, Inc. immediately. No claim for replacement of a defective product will be honored without TufTile, Inc.’s reservation of its right to inspect the product for the claimed defect and its determination that the replacement of the product is covered by this warranty. The term of this limited warranty shall commence on the date of installation. Proof of purchase shall be required to be eligible for this warranty and to establish the commencement date of this limited warranty. No warranty replacement of the product is provided unless the purchaser’s written replacement claim is submitted to TufTile, Inc. before the expiration of five years from the date of installation of the product.

## **CALTRANS 5-YEAR LIMITED WARRANTY**

TufTile, Inc. further warrants to the purchaser, Caltrans, or any assignee against defects in materials and workmanship of dome shape, color fastness, sound-on-cane acoustic quality, resilience, and attachment for a period of five (5) years from date of installation. The remedy for product noncompliance with this warranty shall be repair or replacement of the product, whichever is reasonably determined within assignee’s sole discretion. This warranty is assignable without limitation or derogation of any representations, other warranties, or any other obligations. This warranty is governed under the laws of the State of California.

TO THE MAXIMUM EXTENT APPLICABLE AND ALLOWABLE UNDER LAW, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE TUFTILE INC. LIMITED WARRANTY, AND TUFTILE INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWABLE BY FEDERAL AND STATE LAW, THIS WARRANTY SUPPLEMENTS OR SUPERSEDES FEDERAL AND STATE CONSUMER GOODS WARRANTY PROTECTION.

