



## ELEMENTS 100, 200, 350 & 950 SERIES RUBBER FLOORING 5-YEAR COMMERCIAL LIMITED WARRANTY

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- A. Guarantee shall not cover damage caused in whole or in part by casualty, ordinary wear and tear abuse, use for which material is not designed, faulty construction of the building, settlement of the slab and excessive dryness or excessive moisture from humidity, spillage, mechanical failure, migration through the slab or wall, or any other source.
- B. van Gelder, Inc. hereby warrants Elements Rubber Flooring to be free of manufacturing defects for a period of five (5) years. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, any warranty or merchantability or fitness for a particular purpose, and of any other obligations on the part of van Gelder, Inc. In the event of breach of any warranty, the liability of van Gelder, Inc. shall be limited to replacing Elements material as supplied by van Gelder, Inc. and proven to be defective in manufacture, and shall not include any other damages, either direct or consequential.
- C. van Gelder, Inc. requires that any noticeable defects detected during installation require that the install be terminated and the defective material be returned for replacement or credit. Our warranty covers replacement of material only, not installation.
- D. In no event shall Seller's liability for defective product sold to Buyer exceed the purchase price thereof.