



Warranties; Limitations of Remedies and Liability

Standard Warranty (covering all Dur-A-Flex goods):

Seller warrants that its goods are free from any defects in material or workmanship and are in conformity with its published specifications, subject to standard tolerances for variations, except that color cannot be warranted as to uniformity of shade or conformity to samples. Seller's sole liability and Customer's exclusive remedy for breach of any warranty as expressly limited, at Seller's option, is to replace material at the original FOB point or refund of the purchase price. A written notice of claim for breach of warranty must be delivered to Seller within sixty (60) days of observation and no more than one (1) year after delivery of the product. Seller shall be allowed reasonable opportunity to investigate the claim and inspect the product. In no event may Customer recover damages exceeding the price paid by the Customer for the specific goods as to which the claim is made, whether based on contract, tort, or any other theory.

Additional Nautilus Lifetime Warranty (applicable ONLY if Customer has complied with Dur-A-Flex Nautilus Lifetime Warranty program):

For those applications for which the Nautilus Lifetime Warranty exists, Seller additionally will replace materials and pay reasonable labor cost for replacement of any Dur-A-Flex flooring system whose failure is caused by osmotic blistering, for the life of the floor, provided that Customer has complied with all requirements of the Dur-A-Flex Nautilus Lifetime Warranty program, including without limitation: (1) Customer must apply for the Nautilus Lifetime Warranty in accordance with instructions provided by Seller. All sketches, notations of adverse conditions, RH test results and other information supplied by Customer must be correct and complete. Core samples must be taken, packaged and delivered to Seller in accordance with Seller's instructions; (2) the floor system installed must be the system recommended by Seller in writing and must be installed correctly and in accordance with Seller's instructions; and (3) a written notice of claim for breach of warranty must be delivered to Seller within sixty (60) days of discovery of the osmotic blistering. **IF SELLER CANNOT OR DOES NOT RECOMMEND ANY FLOORING SYSTEM, THE NAUTILUS LIFETIME WARRANTY IS NOT AVAILABLE.**

The following terms and conditions apply to both the Standard Warranty and Additional Nautilus Lifetime Warranty:

SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL WARRANTIES ARE NULL AND VOID IF CUSTOMER HAS NOT PAID IN FULL IN ACCORDANCE WITH SELLER'S PAYMENT TERMS. Seller shall not be liable for any claim resulting from failure to utilize product in the manner in which it was intended and in accordance with instructions provided for use of product on Dur-A-Flex, Inc.'s web site, product catalogue or otherwise.

Dur-A-Flex, Inc. shall not be liable, and Customer waives all claims made against Dur-A-Flex, Inc. for prospective profits or special, indirect, incidental or consequential damages, or any other damages or remedies not specifically provided above, based upon negligence, breach of warranty, strict liability in tort or any other cause of action. Dur-A-Flex, Inc. will not be liable for, and the Customer shall defend, indemnify and hold harmless (including without limitation costs and attorney's fees) Dur-A-Flex, Inc. from, any loss, damage or injury to persons or property, or claim thereof, resulting from (A) Customer's or any third party's or end user's handling, storage, transportation, resale, application or other use of the goods, or in combination with other substances, or otherwise or (B) selection or recommendation by Dur-A-Flex, Inc. of any applicator or other contractor.