



Limited Warranty

ALL PRODUCTS

This document is intended to provide the warranty information of the listed products. The products listed within this document are included within a system warranty for the flooring products they are recommended for use with, which includes bond and performance when utilized with the recommended adhesive products.

Should you need a Project Specific Warranty for the installed products, please reach out to us and we will be happy to provide one for you. We will request the project name & address, installation contractor & address, product installed & adhesives utilized, and the substantial completion date of the project to complete this Project Specific Warranty.

WARRANTY COVERAGE

Procedo Flooring, subject to the terms and conditions set forth below, warrants that the products, at the time of delivery will conform to published technical documents will be free from manufacturing defects and will perform as intended under normal usage for the applicable stated warranty period of the product being installed (the system), when the products are utilized within their shelf life and according to the technical data sheets and other written materials, government regulations and codes, as well as standard industry practices.

Product Warranty period begins at the DATE OF SUBSTANTIAL COMPLETION, or One (1) Year from date of purchase from Distributing Agent, or Two (2) Years from date of purchase from Manufacturing entity, whichever comes first. On products with a shelf life, warranty becomes void if utilized past the shelf life.

For the purposes of this warranty there are several terms that we would like to be taken within the realm of our understanding, so we are defining those understandings within this document.

MANUFACTURERS WARRANTY is meant to be understood the warranty covers manufacturing defects only for the length of time stated.

LIMITED COMMERCIAL WARRANTY is meant to be understood as the warranty covers manufacturing defects, adhesive and flooring materials, stated performance of flooring materials, and wear of the product for the length of time stated.

SYSTEM WARRANTY is meant to be understood as the components provided by RHC entities to complete the installation. Excelsior Adhesives, Excelsior Underlayments, and RHC Entity Flooring Products and the warranty length is determined by the Flooring Product warranty.

WEAR WARRANTY is meant to be understood as the warranty covers wearing through the decorative layer or visible sampled surface of the material.

LIFETIME WARRANTY is meant to be understood as the original installation within the original facility to the original owner as long as the installation remains unchanged, within the stated Limited Commercial Warranty for the product installed and properly maintained. This warranty is not transferrable unless specifically requested.

ADHESIVE BOND WARRANTY is understood to mean the warranty covers the bond of the flooring with the stated recommended Excelsior adhesive for length of time stated. We do not cover or provide warranty for bond for any adhesives other than the listed Recommended Adhesives. If another adhesive is utilized, the stated warranty for the product remains in effect but the bond warranty for the adhesive and the stated length of the bond warranty for the adhesive will come from the adhesive manufacturer or distributing agent.

RUBBER FLOORING PRODUCTS

Rubber Flooring	Ten (10) Year Limited Commercial Warranty
Maxime Rubber Flooring	Five (5) Year Limited Commercial Warranty in Weight Room / Locker Room Applications Ten (10) Year Limited Commercial Warranty for all Other Applications <i>Weight Room / Locker Room Applications include but are not limited to cardio equipment, free weights, exposure to plastic cleats, etc.</i>

<p>Maxime Plus Rubber Flooring</p>	<p>Three (3) Year Limited Commercial Warranty with Exposure to Ice Skates and/or Metal Sports Cleats Ten (10) Year Limited Commercial Warranty</p> <p><i>Exposure to Ice Skates and/or Metal Sports Cleats Warranty is that the product will not wear thru the wear layer, it does not include a warranty that it will not show signs of exposure to these items such as visual marks, cuts, punctures, and/or indentation from the Skates or Cleats in these applications. In these applications it is more about protecting the substrate, skate blades, and/or the cleats themselves to hinder their performance.</i></p> <p><i>Interlocking material exposed in applications that will be maintained with ride on auto scrubbing equipment, exposed to heavy rolling loads such as expandable bleachers, or etc. must be fully adhered to prevent movement under the weight and force of the loads.</i></p>
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QUARTZ FLOORING PRODUCTS

<p>Versa Quartz U.S. Collection Versa Quartz European Collection</p>	<p>Ten (10) Year Limited Commercial Warranty</p>
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STAIR TREAD & RISER PRODUCTS

<p>Square Design Metal Reinforced Rubber Stair Tread</p>	<p>Twenty-Five (25) Year Limited Commercial Warranty</p>
<p>Rubber Stair Tread</p>	<p>Ten (10) Year Limited Commercial Warranty</p>
<p>Heavy Duty Vinyl Stair Tread</p>	<p>Five (5) Year Limited Commercial Warranty</p>
<p>Light Duty Vinyl Stair Tread</p>	<p>Three (3) Year Limited Commercial Warranty</p>
<p>Rubber & Vinyl Riser & Stringer Products</p>	<p>Carries the same Limited Commercial Warranty as the products they are installed with.</p>
<p>Abrasive Inserts (Installed in Rubber or Vinyl Stair Treads)</p>	<p>One (1) Year Limited Commercial Warranty</p>

WALL BASE & ACCESSORY PRODUCTS

<p>Artisan Sculpted Wall Base Rubber Wall Base TP Rubber Wall Base Vinyl Wall Base</p>	<p>Two (2) Year Limited Commercial Warranty</p>
<p>Vinyl Accessories</p>	<p>One (1) Year Limited Commercial Warranty</p>

EXCLUSIONS FROM WARRANTY COVERAGE

The above warranty periods do not apply or cover any of the following scenarios:

1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor, or installer without expressed, written consent from Manufacturer's technical staff.
2. Normal wear and tear from intended usage of said product.
3. Failure of buyer, owner, product applicator, or anyone else to follow applicable instructions available at the time of installation.
4. Products that have been damaged by Acts of God, including, but not limited to tornadoes, hurricanes, flooding, earthquakes, or other types of natural disasters.

5. Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools, or machinery.
6. Discoloration or damage caused by subfloor or adhesive pH levels. Discoloration, fading, or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.
7. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons and not designed for that application.
8. Products that have been installed with a non-approved adhesive that is not a compatible adhesive or an adhesive creating concern without approval in written form.
9. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sewer backup, sink overflow, etc.
10. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or subfloor moisture-related issues, including improper substrate preparations whether written or industry standards.
11. Products that have been damaged, with intent by abuse, misuse, modification of the product, negligence or accident, such as tears, burns, or cuts, including damage in installations of products approved for use with Ice Skates, Spikes, Etc.
12. Products that have been damaged by sharp, pointed objects, such as stiletto high heels and/or damaged high heels.
13. Products not stored in a consistent manner with the manufacturer's technical specifications.
14. Products installed outdoors as products are designed to perform within indoor applications only.
15. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer.
16. Any products that have been sold or resold as "seconds," "mill-run," "non-conforming," "as is" or otherwise denoted as non-standard quality.

It is expressly understood that your purchase of our products acknowledges that PROCEDO is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose.

YOUR LEGAL RIGHTS

Except for the expressed warranties above, manufacturer makes no representations regarding the products, their use or performance and refuses all representations and warranties, whether expressed and/or implied, written and/or oral, with respect to the products, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Under no circumstances will manufacturer be liable for any consequential, incidental, indirect, punitive, or special damages, including lost profits. In no event shall manufacturer liability ever exceed the purchase price paid for the product at issue and an amount up to the original cost of labor and material for the affected installation area. The purchaser acknowledges that the remedies provided in this limited warranty are its sole and exclusive remedies, and manufacturer's sole obligation, for any breach of representation or warranty, is in lieu of all other remedies.

Purchaser must bring any legal action for breach of warranty within one year after the claim or cause of action has accrued or period prescribed by the applicable statutes of limitation or repose, whichever comes first. Some states do not allow limitations on the length of implied warranties. Though this warranty gives the purchaser specific legal rights, the purchaser may also have additional legal rights afforded them by the appropriate state. Exclusions or limitations of incidental or consequential damages may vary by state. For further information, consult the appropriate state consumer affairs office or the state attorney general's office.

NOTIFICATION OF WARRANTY CLAIM

To be considered eligible for replacement under this documented warranty, notice must be made within **fifteen (15) working days** from date it was, or reasonably should have been discovered, by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.

All warranty opportunities (claims) must be directed to:

RHC Technical
680 Waverly Road, Tuscumbia, Alabama 35674
P: (844) 393-4044
E: opportunities@rhctechnical.com

All claims should include a completed Opportunities (Claim) Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

Manufacturer, or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and substrate) at the installation site with respect to any warranty claim. Any removal of installed Products prior to



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such examination will void this warranty. Manufacturer may require additional testing or verification of any such test obtained by the original purchaser.

YOUR EXCLUSIVE REMEDY

If a PROCEDO product(s) is used in the installation and the product is proven defective within the applicable period stated in this warranty, you will receive, as your sole remedy, PROCEDO replacement product and reimbursement of your reasonable and substantiated material and fair market value labor charged related to both, not to exceed the original cost of installation. Any repair to, or replacement of, a localized area is not guaranteed to match existing installation; and any such discrepancies are not covered under this Warranty. We reserve the right to prorate replacement materials and/or approved labor based on the length of the product warranty. Proration of the warranty costs will align with the table below.

Warranty Period	
First 20% of the Warranty Period	100% of the Replacement Costs
21% - 50% of the Warranty Period	Material Costs and 50% of the Replacement Labor
Last 50% of the Warranty Period	Material Costs Only

SUPPORT & ADDITIONAL DOCUMENTATION

Product Support Phone & Email	(866) 955-8291 / support@procedoflooring.com
Technical Support Phone & Email	(844) 393 – 4044 / solutions@rhctechnical.com
Product Technical Documentation	www.procedoflooring.com
Associated or Related Documentation	Excelsior Products Warranty

The contents contained within this Warranty may be utilized or copied into another projected related document, but this original document will remain in effect at the time of product installation, this warranty shall not be supplemented or replaced by the resulting project documentation. **Any alterations to the wording or requirements contained in or derived from this document shall void all related warranties.**

See installation information and documents for full installation details regarding substrates, job site conditions, & acclimation procedures. The intent of this document is to provide technical and performance properties of the mentioned adhesive as well as define the intended method of installation for the products in which the adhesive is approved for use. Any installation guidelines are to be considered as a starting point at a minimum for a successful installation. We rely on the expertise and professionals that are installing the products to adjust based on site conditions. Anything that appears to be a link, is and leads to additional information if necessary or provides a means of contact in the event there are any additional questions. Prior to acceptance of this document refer to the product website to confirm that you have the most current revision.

These products are intended for installation by professionals, prior to use the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability.