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Dri Track™ – a ProTrack Grille

Project-Specific Limited Warranty

Matter Surfaces™ Sales Order: #4146794

Project: UIHC at Forevergreen Road – Construct Facility

Contractor: Portzen Construction

Warranty to start on the date of substantial completion: December 31, 2024

Matter Surfaces™ ("SELLER") warrants that Dri Track ™ (the "Product") sold to the first end user ("END USER") will be free of manufacturing defects in materials provided that they are stored, installed, and maintained strictly in accordance with the SELLER's instructions for a period as provided in Section IV of this Limited Warranty.

Receipt and installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.

This Limited Warranty applies only to installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

The obligation under this warranty is limited to the replacement, repair, or pro-rated refund of said products. The labor costs of removing and/or re-installing replacement materials and associated freight costs are not part of this warranty.

I. INSTALLATION AND MAINTENANCE REQUIREMENTS

This Limited Warranty applies only if:

(A) The Product is installed on a properly prepared subfloor as detailed within the product installation instructions and ASTM F710 Standard Practice for Preparing Concrete Subfloors to Receive Resilient Flooring; and

(B) The Product must be installed properly following the installation instructions by professional flooring installers experienced at installing commercial resilient floor covering products and having sufficient professional liability insurance coverage (aka Errors and Omissions Insurance) for the project; and

(C) The product is maintained according to the SELLER's instructions furnished to END USER at the time of purchase; and

(D) The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

II. METHOD FOR OBTAINING WARRANTY SERVICE

To obtain a replacement product under this Limited Warranty, END USER must

(A) Provide SELLER with a written notice of any alleged defect within the warranty period stated in Section IV and ten (10) days of its discovery; and

(B) Ship the photographs of the defective product(s) to SELLER, at 179 Campanelli Pkwy., Stoughton, MA 02072, with mailing or shipping charges prepaid ("Warranty Claim Procedures").

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III. WARRANTY SERVICE PROVIDED

(A) If the Product shall be proved to SELLER's satisfaction to be defective, within the applicable warranty period described below, SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER's sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be SELLER's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

(B) Pursuant to Subsection (A), SELLER's warranty services will specifically include providing END USER with alternative floor covering of comparable quality and/or carry out necessary repairs of the Product to cover the remainder of the warranty period necessary repairs. This includes material cost only and does not include labor.

IV. WARRANTY PERIOD

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for ten (10) years, starting from the 12/31/2024.

V. EXCLUSIONS FROM WARRANTY

(A) This Limited Warranty does not apply to Product which has been discontinued or to a particular color or design which has been discontinued, at the time of sale, or to Product sold as seconds or B grade.

(B) The following is not included under this Limited Warranty:

1. Color deviations as compared to physical, printed, and/or electronic representations
2. Damage caused by improper storage and handling prior to installation;
3. Scratches, splinters or marks on the Product unless SELLER is notified as soon as the Product is received by the END USER;
4. Damage due to inadequate protective matting at entryways and landings;
5. Excessive wear from presence of sand and/or grit on installed material;
6. Periodic adjustments and/or shifting not caused by the Product. Such shifting is normally the result of improper installation;
7. Damaged caused by exposure to petroleum distillants (solvents, chlorine, acidic chemicals) or industrial oils;
8. Misuse or abuse of the Product by the END USER;
9. Damage caused by unreasonable use and/or negligence including but not limited to spiked heels;
10. Damage or injury caused by improper installation or maintenance including; Adhesives, sealers or other accessories;
11. Damage caused by subfloor movement of any kind including but not limited to expansion joints, saw cuts or cracks in the subfloor;
12. Damaged caused by furniture, appliances, fixtures and equipment that is not properly levelled with appropriate protective glides, casters and/or floor protectors;
    i. Glides must be a minimum of 1" in diameter
    ii. Glides must be flat, smooth and slightly rounded.
13. Damage caused by extended direct exposure to sunlight.
14. Consumables, such as carpet and vinyl inserts.
15. Shading or texture variations.
16. Discoloration caused by dyes, including hair dye
17. Any damage due to natural disasters and/or an act of God
18. Labor costs for removing and/or re-installing replacement and associated frieght costs are not covered under this warranty

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VI. LIMITATIONS ON WARRANTY

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to END USER by SELLER. SELLER does not authorize any other person to give any other warranties on SELLER's behalf.

SELLER disclaims any express warranty not provided herein and any implied warranty, guaranty or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. SELLER further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of product.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein. If END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

VII. SELLERS LIABILITY

SELLER's liability with respect to the Product sold to END USER shall be limited to the warranty provided herein. SELLER shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by seller, or any undertaking, acts or omissions relating thereto.

Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of END USER's customers or any third party for any such damages. **SELLER shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.**

VIII. MISCELLANEOUS

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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