



Atmosphere® Recycled Rubber Flooring 10-Year Limited Warranty

ToMarket™ (“Manufacturer”) hereby warrants to the original purchaser of the Product, Atmosphere® Recycled Rubber Flooring, installed in 4mm, 6mm, 8mm, 10mm tiles/mats, 38" x 38"; 6mm, 8mm and 10mm interlocking tiles/mats, 37"x37", and 4mm, 6mm, 8mm, or 10mm, 48" rolls (Runway™ Collection) the following 10-Year Limited Warranty for heavy commercial traffic use as follows:

- 1). The Product will comply with the technical specifications and measurements and befit for those applications as set forth in Manufacturer’s published technical and promotional materials at the time of sale and*
- 2). The Product shall be free from defects in materials and workmanship (subject to the limitations set forth below) including that it will not lose 15% of its content for a period of 10 years from the date of purchase from Manufacturer or its authorized distributors, dealers or licensees.

This warranty does not extend to:

- Products which have been improperly installed by any party other than the Manufacturer or its authorized distributors, dealers or licensees;
- Normal wear and tear of Products
- Products subject to misuse, abuse, neglect, chemical cleaning or contact not specifically approved by Manufacturer, or the addition of ingredients at Purchaser’s request or preparation of a sub-base not specifically approved by Manufacturer.

Installation and maintenance procedures must be followed exactly as specified in the To Market Atmosphere™ Recycled Rubber Flooring Installation & Maintenance Guide. To Market will not be responsible for claims arising from failure to follow installation or maintenance procedures or from use of non-specified materials. Any resulting claim would not be considered a Manufacturer’s defect and would be the responsibility of the installation contractor.

Surface features called blademarks, rock lines or striations, as well as small particles of white wall appearing in the black rubber are not considered a Manufacturer’s defect and are inherent to the manufacturing process using recycled rubber materials. Tile thickness may vary +/- .5mm due to tolerances within the manufacturing process.

For Ice Arena Applications, this warranty does not extend to "playerboxes" or entry way pivot zones.

Manufacturer’s sole liability under this limited warranty shall be the repair or replacement, excluding installation and other costs, at its option, of Product strictly according to the procedures set forth below. The implied warranties of merchant ability and fitness for a particular purpose are hereby specifically disclaimed. In no event shall Manufacturer be liable for any special, indirect or consequential damages, whether a rising out of contract, tort or any theory of law.

To exercise this limited warranty, Manufacturer must be notified within fifteen days of any occurrence-giving rise to a claim and prior to installation, given opportunity to inspect the Product, and have issued direction to the original Purchaser respecting disposition of Product to be replaced under this limited warranty. Purchaser shall comply with all reasonable requests of Manufacturer in the administration of any warranty claim: For any claim, please contact a To Market Sales Representative through your installation contractor.