

Certificate of Warranty

1. Champagne Edition Inc. provides this limited warranty for all its' manufactured Eco-Flex® products against manufacturing defects in material for a period of 3 years from the date of sale. This **excludes** all product purchased as seconds.

2. Champagne Edition Inc. warrants that in the event of a manufacturing defect in any Specified Product covered by this Limited Warranty, which such Specified Product has been installed and maintained in accordance with Champagne Edition Inc. specifications, technical specifications and/or technical bulletins, Champagne Edition Inc. sole liability shall be to elect either of the following in Champagne Edition Inc. sole discretion.

- a. To repair the Specified Product(s) proven to be subject to the manufacturing defect; or
- b. To ship replacement product reasonably equivalent to the Specified Products proven to be subject to the manufacturing defect; or
- c. To ship an overlay solution in which alternative product(s) (not necessarily identical in type, thickness or otherwise) is/are installed on top of the Specified Product(s) proven to be subject to the manufacturing defect; provided, however, that if no event shall any manufacturing defect affecting only aesthetics and not performance of any Specified Product(s) require Champagne Edition Inc. to provide anything other than a reasonable aesthetic resolution. Under no circumstances will Champagne Edition Inc. be held responsible for water damage to original flooring or vicinity; Champagne Edition Inc. Eco-Flex® product line is not a 'waterproofing' material.

LIMITATIONS AND DISCLAIMERS

CHAMPAGNE EDITION INC.'S LIABILITY HEREUNDER SHALL BE LIMITED AS SPECIFIED ABOVE, WHICH SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF CHAMPAGNE EDITION INC. HEREUNDER. UNDER NO CIRCUMSTANCES WILL CHAMPAGNE EDITION INC. BE LIABLE FOR LABOUR OR ANY OTHER COSTS INCURRED IN CONNECTION WITH THE REPAIR, REMOVAL, SHIPMENT, INSTALLATION OR REPLACEMENT OF ANY SPECIFIED PRODUCTS COVERED BY THIS LIMITED WARRANTY, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL CHAMPAGNE EDITION INC. BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, LABOUR, REMOVAL, INSTALLATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS, LOST SALES, INJURY TO PROPERTY OR ANY OTHER DAMAGES, BODILY INJURY DUE TO MANUFACTURING RESIDUE TRANSFERRED FROM TILE TO NEARBY SURFACING. EXAMPLE: HARDWOOD, LINOLEUM AND CERAMICS. LOSSES OR CONTINGENCIES DUE TO OR ARISING OUT OF ANY SPECIFIED PRODUCT, WHETHER OR NOT SUBJECT TO A MANUFACTURING DEFECT. THE LIMITED WARRANTY IS VALID ONLY FOR THE ORIGINAL END USER OF REGULAR OR FIRST QUALITY SPECIFIED PRODUCT (S) AND IS NOT ASSIGNABLE OR TRANSFERABLE UNDER ANY CIRCUMSTANCES. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITATION ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALSO IS IN LIEU OF ANY OTHER OBLIGATIONS ON THE PART OF CHAMPAGNE EDITION INC. (CONTRACTUAL, TORT OR OTHERWISE). THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY CHAMPAGNE EDITION INC AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS OBLIGATION. CHAMPAGNE EDITION INC. MAKES NO REPRESENTATIONS, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN.

ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY CHAMPAGNE EDITIONS INC.'S EMPLOYEES, REPRESENTATIVES, AGENTS, DEALERS, OR DISTRIBUTORS THAT DIFFER, ENHANCE, AMEND OR EXTEND IN ANY MANNER FROM THE TERMS OF THIS WRITTEN LIMITED WARRANTY SHALL BE OF NO FORCE OR EFFECT. NO REPRESENTATIVE, AGENT OR EMPLOYEE OF CHAMPAGNE EDITION INC., OR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR CHAMPAGNE EDITION INC. ANY ADDITIONAL LIABILITY OR RESPONSIBILITY WITH CHAMPAGNE EDITION INC. PRODUCT EXCEPT AS DESCRIBED ABOVE.

3. Neither delivery of alternative product(s), nor any repair(s), nor any overlay(s) shall be deemed to extend or prolong the period of terms of this Limited Warranty. This Limited Warranty shall be void if the Specified Products are repaired or replaced by Persons other than those who authorized and approved by Champagne Edition Inc. to perform such work.

4. Without limiting the foregoing and subject to the particular type of Specified Product involved, this Limited Warranty shall not cover damage to the Specified Product(s) caused in whole or in part by any of the following:

- a. Usage for which the Specified Product(s) was not designed;
- b. Faulty construction of the building and/or sub-base;
- c. Failure of the other contractors to adhere to their specifications;
- d. Deficiencies in the concrete or asphalt slab;
- e. Excessive dryness in the concrete slab;
- f. Failure to install correctly moisture and/or vapour barriers; or
- g. Excessive moisture from humidity, spillage, mechanical failure, migration through the slab or walls, or from any other source



5. Specifically, excluded from this Limited Warranty is any Specified Product which has been subjected to neglect, abuse, and excess wear in pivoting areas and high stress areas. In addition, this Limited Warranty does not cover damage due to stains, or damage resulting from any intentional misuse of products; lustre reduction from use; normal wear and tear, natural expansion and contraction of rubber, gradual changes in colour shading due to exposure to sunlight. Differences in colour/shading variations with any actual samples, printed illustrations and/or previous productions are also excluded under this Limited Warranty.

6. This Limited Warranty shall not apply to Specified Products that have been discontinued or Specified Products in a discontinued colour, the time of sale, or to goods sold as seconds or B grade. This Limited Warranty shall become void if the proper Champagne Edition Inc. adhesive or Champagne Edition Inc. recommended adhesive has not been used on the installation, if the Specified Product has not been installed by certified installers, or if the Specified Product has not been maintained in accordance with all of Champagne Edition Inc. specifications.

7. As a condition precedent to any of Champagne Edition Inc. obligations hereunder, the claimant must provide Champagne Edition Inc. with written notice within thirty (30) days of the discovery of any alleged defect and supply Champagne Edition Inc. with the details concerning the alleged defect. After notification, an authorized Champagne Edition Inc. representative shall have the right to inspect and verify the alleged defect. Promptly thereafter, Champagne Edition Inc. will, if it determines the Specified Product(s) to be defective, at its option, elect as provided in paragraph 2 above. If shipment of alternative product(s) is elected in accordance with this Limited Warranty, the same product, colour and embossing of Champagne Edition Inc. product covering will be supplied to the extent then reasonably available. Champagne Edition Inc. will make reasonable efforts to match any of its standard colours for such alternative product(s) if, at the required time, such production can be combined with a production run of the same product and colour, but Champagne Edition Inc. cannot guarantee to match the exact colour shading, or such alternative product(s) with the Specified Product(s).

8. Receipt and installation of any and all Specified Products constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.