



Summit International Flooring

CLASS

“Leather” Rubber

MATERIALS LIMITED WARRANTY

Summit International Flooring, LLC (“Summit International”), a New Jersey Limited Liability Corporation, hereby warrants Class Leather (the “material”), to be free from manufacturing defects for a period of one year, beginning on the date of receipt of delivery.

This Warranty does not cover damage to the material caused in whole or in part by accident, circumstances beyond Summit International’s control, neglect, negligence, ordinary wear and tear, abuse, use for which the material is not designed, faulty construction of the building(s) in which the material is installed, faulty installation of the material, failure to comply with recommended maintenance instructions, repair or alteration of the material by anyone other than Summit International without the prior express written consent of Summit International, settlement of the building’s walls, failure of other contractors to adhere to specifications, separation of the concrete slab, mechanical failure, excessive dryness or excessive moisture from humidity, spillage, migration through the slab or walls, or any other source (“the excluded conditions”). **This product is constructed to show patina and wear, including indentations & certain scratches from heels and/or some furniture, as is the character of natural leather.**

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR, AND OF ANY OTHER OBLIGATION ON THE PART OF SUMMIT INTERNATIONAL. Summit International makes no warranty or representation that the material complies with the requirements of federal, state and local laws and/or industrial codes or any other warranty or representation, express or implied, not specified herein. Any and all representations or Warranties by Summit International or any other party that differ in any manner from the terms of this written Warranty shall be of no force or effect.

This Warranty completely and exclusively states the obligation of Summit International for any breach of this Warranty. If this Warranty is breached, Summit International’s liability for such breach shall be limited to either repairing the defective material or replacing the defective material supplied by Summit International at Summit International’s option. In no event shall any breach of this Warranty render Summit International liable for any other damages of any kind, whether special, direct, indirect, incidental, consequential, or of any other sort, associated with the use of or the inability to use the defective material. In no event shall Summit International be obligated to pay for or otherwise assume the responsibility for repair work ordered or performed by the buyer without the prior written consent of Summit International to such repairs. Summit International’s obligation under this Warranty shall be contingent upon the receipt by Summit International before the end of the Warranty period of a written notice of a claimed defect from the buyer, and proof to Summit International’s satisfaction that the material is defective in manufacture and was not subjected to any of the excluded conditions. If Summit International shall elect to replace material proven to be defective, it shall not be responsible for any labor charges of any kind either in the reinstallation of the material or in the dismantling of the defective material; rather the obligation of Summit International shall be limited to delivering replacement material to the building site in question.