

Gothic Mat™ & Gothic Mat Limited™

- Limited five (5) year abrasive wear warranty.
- Limited three (3) year fade warranty.
- Limited three (3) year resistance to golf spikes warranty.
- Limited one (1) year installation warranty.

Limited five (5) year abrasive wear warranty:

Mat Concepts warrants glue-down indoor applications (over firm, flat, smooth, hard surface -- free of cracks or foreign substances -- of wood, concrete or vinyl) of the products against abrasive wear in properly installed and maintained installations for a period of five (5) years. The warranty period for loose lay applications is three (3) years. The warranty period for applications involving grocery carts and similar equipment is 1½ years. Failure is defined as the loss of fiber due to abrasive wear of more than ten percent (10%) of the pile-fiber in any given area. This warranty covers abrasive wear only and does not cover burns, cuts, gouges, pilling, matting of pile, shedding, flattening of pile or pattern, staining, soiling, oiling, fading, nor fiber loss due to abnormal usage.

Limited three (3) year general or two (2) year sunbelt fade warranty:

Mat Concepts warrants that the face fiber in the above products will not disintegrate for a period of three (3) years under normal conditions in commercial as well as residential outdoor use due to ultraviolet degradation. Shade variation due to Uv exposure is not covered by this warranty.

This warranty is reduced to two (2) years in the states Arizona, Florida, New Mexico, Texas and the southern halves of California, Colorado, Hawaii and Utah.

Limited three (3) year warranty for resistance to golf spikes:

Mat Concepts warrants that for three (3) years the face fiber will not wear through to the point where the backing is exposed when subject to normal golf spike traffic.

Limited one (1) year warranty for logo mats and installations performed by Mat Concepts:

Mat Concepts warrants the products and materials against defects or faulty workmanship for a period of one (1) year from the date of installation. The warranty will be null and void if any alterations or modifications are made to the product by anyone other than Mat Concepts, or its representatives.

Exclusions:

No warranty is extended for normal wear and tear, damage by customer neglect, acts of god, accidents, use of the products on stairs, pivot point areas, heavy rolling equipment areas, athletic playing areas, for a reinstalled product, or for any product that is not properly glued down. The warranty does not apply unless the products have been properly maintained as addressed in the Care & Maintenance Instructions. Wet or damp products should not be vacuumed, spots or spills should be cleaned within six hours, and products should be cleaned by approved shampooing methods, household detergent and water, or steam cleaning methods (dry shampoo cleaners are not approved). The warranty does not apply if these maintenance guidelines are disregarded or not followed. Labor cost of removing and/or reinstalling replacement materials is not covered by the warranty and the purchaser is fully responsible therefor.

The warranty does not cover commercial shade variations or product with visual defects after such product has been installed, altered, cut, damaged, soiled or otherwise has become unsaleable. The warranty does not apply to samples, mill ends, close-outs, imperfections, remnants, or any other products sold "as is".

Except as noted herein, there is no warranty of merchantability or of fitness for a particular



WARRANTY

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purpose or any other warranties by Mat Concepts, either expressed or implied, or any affirmation of fact or representation which extends beyond the description contained herein.

Remedy:

In the event of a warranty claim established to Mat Concept's satisfaction, Mat Concepts agrees at its option to repair, to replace the product out of current lines at the time of replacement or to refund (or partially refund) the invoice-price. Mat Concepts will assume the cost of replacement product on a depreciating basis based on the replacement cost of the product:

in case of a two year warranty: first year 100%, second year 50%.

In case of a three year warranty: first year 100%, second year 66% and third year 33 %.

In case of a five year warranty: first year 100%, second year 80%, third year 60%, fourth year 40% and fifth year 20%.

Repair, replacement or refund constitutes the sole and exclusive remedy available in the event of breach of any warranty by Mat Concepts, express or implied, or any agreement relating to sale of products.

Remedy Limitations:

In no event shall Mat Concepts be liable for incidental, indirect, special or consequential damages (including, but not limited to, incidental or consequential damages for lost profits, lost sales, installation or labor charges, or any other incidental or consequential loss) in connection with the purchase, use or installation of the product, whether due to a breach of contract, breach of warranty, the negligence of Mat Concepts or otherwise.