



## WARRANTY GUIDE SUNFLEX RECYCLED RUBBER PRODUCTS



### → 5 Years Limited Warranty

Sunflex Recycling Private Limited warrants to the first purchaser for use that its Sunflex recycled rubber products merchandise are free of defects in material and workmanship for a period of five (5) years from the date of invoice, provided that such merchandise is listed in Sunflex Recycling Private Limited current price list at the time of the claim and such defects are not the result of ordinary wear and tear or an act of God. Sunflex Recycling Private Limited obligation under this warranty is limited to repair or replacement, at its option, and such repair or replacement shall be the only remedy. Sunflex Recycling Private Limited is not responsible for damage due to transportation, improper handling, alteration, abuse or negligence. Sunflex Recycling Private Limited shall not be liable for any incidental or consequential damages including, but not limited to, any expenses associated with the removal or installation of any defective merchandise covered by this warranty. With respect to Sunflex recycled rubber products, Sunflex Recycling Private Limited warranty is null and void if product is stored for more than forty-five (45) days. With respect to Sunflex recycled rubber flooring, Sunflex Recycling Private Limited warranty is null and void if product is stored or installed in an environment where temperature and humidity are not controlled 24|7|365. Sunflex Recycling Private Limited makes no implied warranty of merchantability or fitness for any particular purpose. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.

### → Certificate of Warranty

- **01.** Sunflex Recycling Private Limited offers a limited warranty for all its manufactured Sunflex recycled rubber products. This warranty covers any manufacturing defects in material for a period of 5 years from the date of sale. This does not include any products that were purchased as seconds.
- **02.** Sunflex Recycling Private Limited guarantees that if there is a manufacturing defect in any specified product covered by this limited warranty, and the product has been installed and maintained according to Sunflex Recycling Private Limited's specifications, technical specifications, and/or technical bulletins, Sunflex Recycling Private Limited will choose one of the following options at its 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.** In the case of a manufacturing defect, Sunflex Recycling Private Limited will provide a suitable solution by installing alternative product(s) on top of the Specified Product(s). These alternative products may not be identical in type, thickness, or other characteristics. However, it is important to note that if the manufacturing defect only affects the aesthetics and not the performance of the Specified Product(s), Sunflex Recycling Private Limited will only be responsible for providing a reasonable aesthetic resolution. Sunflex Recycling Private Limited cannot be held liable for any water damage to the original flooring or surrounding area. Please note that the Sunflex recycled rubber product line is not intended for water proofing purposes.
- **03.** Delivery of alternative products, repairs, or overlays will not extend or prolong the terms of this Limited Warranty. This Limited Warranty will become invalid if the Specified Products are repaired or replaced by unauthorised individuals not approved by Sunflex Recycling Private Limited to perform such work.
- **04.** Exclusions to this Limited Warranty include damage to the Specified Product(s) caused by the following factors, depending on the specific type of product:
  - 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.
- **05.** This Limited Warranty does not cover any Specified Product that has been neglected, abused, or excessively worn in pivoting areas and high stress areas. Furthermore, this Limited Warranty excludes coverage for any damage caused by stains or intentional misuse of products. It also does not cover lustre reduction from use, normal wear and tear, natural expansion and contraction of rubber, or gradual changes in colour shading due to sunlight exposure. Exclusions under this Limited Warranty include variations in colour/shading between samples, printed illustrations, and previous productions.
- **06.** 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 Sunflex Recycling Private Limited adhesive or Sunflex Recycling Private Limited 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 Sunflex Recycling Private Limited specifications.
- **07.** As a condition precedent to any of Sunflex Recycling Private Limited obligations hereunder, the claimant must provide Sunflex Recycling Private Limited with written notice within thirty (30) days of the discovery of any alleged defect and supply Sunflex Recycling Private Limited with the details concerning the alleged defect. After notification, an authorized Sunflex Recycling Private Limited representative shall have the right to inspect and verify the alleged defect. Promptly thereafter, Sunflex Recycling Private Limited 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 Sunflex Recycling Private Limited product covering will be supplied to the extent then reasonably available. Sunflex Recycling Private Limited 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 Sunflex Recycling Private Limited cannot guarantee to match the exact colour shading, or such alternative product(s) with the Specified Product(s).
- **08.** Shade, colour, or colour dispersion that is perfectly matched. A salesperson or agent may make any explicit or implicit promises. Labor costs include, but are not limited to, the cost of original installation, the cost of removing and/or replacing damaged tiles. Mold and mildew growth can create a variety of problems and harm. Sunflex Recycling Private Limited prohibits any repairs, adjustments, or modifications to the surfaces without consultation or prior authorization. Sunflex Recycling Private Limited is not responsible for any problems caused by improper usage, maintenance, or installation in accordance with its specifications, recommendations, or directions. Installing the product on a flat, hard surface can lead to issues. The addition of accessories or parts not sold by Sunflex Recycling Private Limited can lead to complications. UV ray exposure and sunlight penetration can cause fading and/or discoloration. Natural disasters can cause a variety of problems and damage.
- **09.** Receipt and installation of any and all Specified Products constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.

### Disclaimer

Sunflex recycled rubber products are manufactured from recycled tires. Used tires include truck, automobile, and off-road tires. As a result, the size of crumb granules in recycled rubber flooring may differ depending on past orders. As a result, the recycling process may differ slightly amongst recycled rubber flooring. It may affect the tile's edges, colour variation, and granules. When heated or dyed, the constituent characteristics of automobile and truck tire crumb can change, resulting in batch variation that impacts the effect of tile edges, colour variation, and tile granules.

Sunflex Recycling Private Limited liability hereunder shall be limited as specified above, which shall be the sole and exclusive obligation of Sunflex Recycling Private Limited Hereunder. Under no circumstances will Sunflex Recycling Private Limited 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 Sunflex Recycling Private Limited 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 Sunflex Recycling Private Limited (contractual, tort or otherwise). This limited warranty constitutes the only warranty made by Sunflex Recycling Private Limited and is a complete and exclusive statement of its obligation. Sunflex Recycling Private Limited Makes no representations, expressed or implied, not specified herein. Any and all representations, promises, warranties or statements by Sunflex Recycling Private Limited 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 Sunflex Recycling Private Limited, or any other person, is authorized to assume for Sunflex Recycling Private Limited Any additional liability or responsibility with Sunflex Recycling Private Limited Product except as described above.

[www.sunflexrubberflooring.com](http://www.sunflexrubberflooring.com)



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Recycled Rubber



**Sun-Flex**<sup>®</sup>  
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