



Warranty Data -- RESILIENT ATHLETIC FLOORING 09 65 66

Burke Limited 5 Year Warranty Against Excessive Degradation For EcoFitness Multi-Purpose and Athletic Rubber Flooring

Burke EcoFitness Rubber Flooring is warranted to be free from defects in material and workmanship at the time of shipment. Written notice of any claimed defects must be received by Burke Industries within one year after the date of installation.

Burke EcoFitness Rubber Flooring is further warranted against excessive degradation in athletic facilities and for soft spike golf spike traffic for a period of five years. Excessive degradation means the reduction of a tile's original thickness of more than 3.1 mm (.112 in.) over more than half the area of the tile.

This warranty does not apply to (a) material degradation caused by tears and punctures except for ordinary athletic traffic, soiling, staining or other abuse; (b) outdoor applications or installations subject to direct sunlight; (c) wear due to improper installation; and (d) wear due to improper or inadequate cleaning and maintenance.

This warranty does not apply to the normal and expected indentations that result from the impact of unprotected edges of barbells, free weights and other non-restrained weight training equipment.

The following areas are excluded from this warranty; (1) food preparation areas, (2) ice rink applications, (3) metal cleat traffic.

Burke Makes No Warranty Of Merchantability Or Fitness For A Particular Purpose.

Limitation of Liability: The obligation of Burke Industries and the Buyers sole remedy under this Limited Warranty shall be as follows:

Warranty Claims for excessive degradation within the two years: Burke will supply replacement tiles for the failed material only from regular product inventory lines.

At any time, Burke Industries shall not be liable in contract, in tort (including negligence), or otherwise for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. Under no circumstances shall Burke Industries' liability exceed the purchase price of the goods in respect of which damages are claimed.

Submission of Claims: Claims of excessive degradation must be submitted during the warranty period in writing to Burke Industries. All claims must be adequately documented as to date of installation, extent of degradation, usage application and proper maintenance in accordance with Burke recommended maintenance procedures.

This warranty gives you specific legal rights. In addition, you may have other legal rights and remedies under applicable Federal and State laws.