

TO MARKET



TuffTread™ 10-Year Limited Warranty

To Market™ hereby warrants to the original purchaser of the Product, TuffTread™, installed in 3/8", 12"x12" tiles, the following 10-Year Limited Warranty for heavy commercial traffic as follows:

- The Product will comply with the technical specifications and measurements and be fit for those applications as set forth in Manufacturer's published technical and promotional materials at the time of sale, and
- The Product shall be free from defects in materials and workmanship (subject to the limitations set forth below) including that it will not lose 15% of its content for a period of **10-Years** from the date of purchase from Manufacturer or its authorized distributors, dealers or licensees.

The warranty does not extend to:

- Products which have been improperly installed by any party other than the Manufactures or its authorized distributors, dealers or licensees;
- Normal wear and tear of Products
- Products subject to misuse, abuse, neglect, chemical cleaning or contact not specifically approved by Manufacturer, or the addition of ingredients at Purchaser's request or preparation of a sub-base not specifically approved by Manufacturer.

Installation and maintenance procedures must be followed exactly as specified in the To Market™ Atmosphere/TuffTread™ *Installation & Maintenance Guide*. Please reference this guide by going to www.ToMkt.com, under Atmosphere®, see TuffTread.™ To Market™ will not be responsible for claims arising from failure to follow installation or maintenance procedures, or from use of non-specified materials. Any resulting claim would not be considered a Manufacturer's defect and would be the responsibility of the installation contractor. *Tile thickness may vary ± .5mm due to tolerances within the manufacturing process.*

Manufacturer's sole liability under this limited warranty shall be the repair or replacement, excluding installation and other costs, at is option, of Product strictly according to the procedures set forth below.

The implied warranties of merchantability and fitness for a particular purpose are hereby specifically disclaimed. In no event shall Manufacturer be liable for any special, indirect or consequential damages, whether arising out of contract, tort or any theory of law.

To exercise this limited warranty, Manufacturer must be notified within fifteen days of any occurrence – given rise to a claim and prior to installation, given opportunity to inspect the Product, and have issued direction to the original Purchaser respecting disposition of Product to be replaced under this limited warranty. Purchaser shall comply with all reasonable requests of Manufacturer in the administration of any warranty claim. For any claim, please contact a To Market™ Sales Representative through you installation contractor.