

# **BETTER LIFE TECHNOLOGY, LLC LIMITED PRODUCT WARRANTY WARRANTY COVERAGE**

Better Life Technology, LLC (BLT) warrants to the original purchaser (Buyer) only that vinyl mats and flooring product manufactured by Better Life Technology, LLC will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of purchase. THIS WARRANTY SHALL NOT APPLY AND NO WARRANTY OF ANY KIND SHALL EXIST IF THIS PRODUCT HAS BEEN SUBJECT TO ABUSE, MISUSE, NEGLIGENCE OR ALTERATION OF ANY TYPE OR CAUSE. In addition, BLT is not responsible for defects resulting from improper installation or use, or from uses beyond design capability. In addition to the foregoing limitations, BLT's limited warranty shall not cover surface stains including stains resulting from asphalt, driveway sealer and rubber wheels, defects resulting from improper maintenance or installation, damage from improper usage including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage from rolling loads, improperly casted carts, damage or discoloration from adhesive or floor care products not recommended by BLT, alkaline, hydrostatic pressure damage from the subfloor, mold or mildew, installation over gypsum based patching and leveling compounds or difference in color between samples or photographs and the actual flooring. BLT, in its sole discretion, shall determine whether or not the product is defective or otherwise covered or not covered by this warranty. No action for breach of this warranty may be commenced more than one (1) year after occurrence of the alleged breach. This warranty is not transferable. Customer must notify BLT of all manufacturer defects within 60 days of purchase. Proof of purchase date will be required. BLT warrants for a period of 3 years that our Marine grade material will not fail as a result of (UV) ultraviolet exposure or fading. Subject to the warranty limitation stated above.

## **LIMITATION OF LIABILITY**

BLT SHALL NOT BE LIABLE FOR THE LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF REVENUE OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHETHER BASED UPON BREACH OF THE ABOVE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT OR UNDER ANY OTHER LEGAL THEORY. BLT MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, OTHER THAN AS HEREIN EXPRESSLY PROVIDED AND BLT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW LIMITS ON WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS, SO THE ABOVE LIMITATION MAY NOT APPLY.

## **EXCLUSIVE REMEDY**

Buyer's remedy for breach of BLT warranty is repair or replacement, at BLT's option, within a reasonable time after notice of defect. In the event that BLT is unable to repair such product, BLT at its option, shall either replace the defective product or refund the purchase price thereof. These remedies are the exclusive remedies for breach of BLT warranty. BLT shall not be liable for any other charges incurred, including installation cost, as a result of a defective product. In the event that Buyer makes any claim under BLT warranty, BLT reserves the right to require any product to be returned for inspection at Buyer's expense, to BLT factory in Emporia, KS. No employee of BLT or any other person is authorized to make any additional warranty or to change this Warranty. Only BLT is authorized to provide warranty service. For warranty information, please call or write to: Customer Service, 9820 Pflumm Road, Lenexa, KS 66215, Telephone (877) 810-6444.