

# **MCCRANN CYRUS MFG**

Quality Products and Services since 1977

## **APOLLO WARRANTY - COMMERCIAL 5 YEARS**

### **APOLLO FITNESS TILES 5 YEAR LIMITED WARRANTY**

McCrann Cyrus Mfg warrants to the original Purchaser of Apollo Fitness tiles that the components listed below will at the time of sale conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials and will be free from defects in material and workmanship under normal use and service as outlined below. "Original Purchaser" means the first purchaser other than distributors and dealers. "Product" includes rubber tiles and tile connectors, adhesives distributed by McCrann Cyrus Mfg and installation/maintenance manuals, technical data and other advice, if any, provided by McCrann Cyrus Mfg. The Original Purchaser must have purchased must have purchased the Product in the United States or Canada. This warranty is subject to each of the following terms and conditions.

### **WARRANTY PERIOD**

Covered components are warranted to be free from defects in materials and workmanship under normal use and service for a Warranty Period of five (5) years from the date of delivery of the Product to the original Purchaser. All warranties that covered components conform to the specifications and technical data as set forth in the Manufacturer's technical and promotional materials are as of the date of sale. Work performed under this Warranty and Product repaired or replaced is warranted for the remainder of the Warranty Period.

### **COMPONENTS COVERED**

All rubber tiles and tile connector pins are

covered. No other part or component of the Product or installation of the Product is warranted.

### **TRANSFERABILITY**

The warranty may not be transferred in whole or in part.

### **MCCRANN CYRUS MFG'S RESPONSIBILITIES**

If a defect in material or workmanship in a covered component is found during the warranty period, McCrann Cyrus Mfg will at our place of business or other site approved by us and at our sole choice:

- Repair the covered component using new, remanufactured or approved, repaired parts and/or components, at our sole choice, needed to correct the defect. Replace in proportion to years of actual use less than 5 years at our sole choice any covered components determined by McCrann Cyrus Mfg to be nonconforming. Replacement costs shall be allocated between McCrann Cyrus Mfg and Purchaser by prorating those costs.
- For example, if 20 tiles are determined to be nonconforming after 2 years of use:
  - McCrann Cyrus Mfg will supply 3/5s equal to 12 replacement tiles at no cost to the Purchaser. Purchaser will be responsible for buying 2/5s equal to 8 replacement tiles.

### **PURCHASER RESPONSIBILITIES**

The Purchaser is responsible for: Proper installation of the Product in compliance with the installation guidelines and all

## **PURCHASER RESPONSIBILITIES**

applicable regulations and standards.

- Using the Product in an application for which it was designed in accordance with the manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the product.
- Properly and adequately maintaining the Product in accordance with the maintenance guidelines.
- Ensuring that the Product is not exposed to Petroleum distillants (solvents, chlorine, acidic chemicals), industrial oils or cleaning methods not approved by the Manufacturer.
- Notifying McCrann Cyrus Mfg Matting Ltd. of any defect promptly and in any event within sixty (60) days of discovering the defect.
- Complying with all reasonable requests of the Manufacturer in the administration of the warranty claim, including permitting the Manufacturer to inspect any nonconforming Product as installed before it is removed.
- Removal and re-installation of the Product in connection with warranty service unless otherwise agreed in writing by the Manufacturer.

**FAILURE OF THE PURCHASER TO COMPLY WITH ANY OF THE FOREGOING RESPONSIBILITIES SHALL VOID THE WARRANTY**

## **ADDITIONAL LIMITATIONS**

McCrann Cyrus Mfg shall not be responsible for:

- Any use or installation which in the sole judgment of McCrann Cyrus Mfg is improper.
- Preparation of a sub-base not specifically approved by McCrann Cyrus Mfg
- Attachments, accessory items and parts not sold by McCrann Cyrus Mfg
- Integration of the Product with other products, parts or components not covered by a McCrann Cyrus Mfg warranty.
- Addition of ingredients at Purchaser's

request.

- Exact matching of shade, color, and color distribution.
- Abuse, neglect, alteration, accident, act of God, vandalism and/or improper repair.
- Purchaser's unreasonable delay in making the covered component available for inspection as installed after notice of a potential problem.
- Normal wear and tear.

## **NEGOTIATION**

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with McCrann Cyrus Mfg or its distributor and that Purchaser has agreed to purchase the Limited Warranty subject to these terms and conditions.

## **ADDITIONAL TERMS**

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Limited Warranty, are hereby objected to and shall not be effective binding unless specifically accepted in writing by McCrann Cyrus Mfg General Manager.

## **DISCLAIMER AND RELEASE**

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF MCCRANN CYRUS MFG AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

**A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;**

**B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE;**

**C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MCCRANN CYRUS MFG (WHETHER ACTIVE, PASSIVE OR IMPUTED);**

**D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.**

**EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES**

MCCRANN CYRUS MFG. SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT HIS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE PRODUCT.

**APPLICABLE LAW**

This Warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages, shall be governed by the laws of the Province of Alberta, Canada.