



## XTYRE recycled rubber load insert footing limited warranty

XTYRE offers a ten 10 year limited warranty to the original purchaser of the Rubber load insert footing on the following terms and conditions as set forth hereafter. The Xtyre footing is warranted to be free from manufacturing defects, defective raw materials and/or workmanship and is specifically designed for its application as a footing insert. XTYRE will, at its discretion, replace the affected product with new product that is of similar quality and/or color, or with a product of comparable quality, from current inventory available, at no cost to the original purchaser. This limited warranty is subject to the following conditions:

- The limited warranty will continue for 10 years from the date of purchase as documented by a purchase receipt
- from the Original Purchaser. "Original Purchaser" applies to the first purchaser and specifically excludes distributors and customers
- That the products must be used for the purpose that it was manufactured for.
- That no excessive petroleum or hydrocarbons are spilled on the area.
- This warranty excludes substrate failure causing excessive wear on the insert
- Claims must be sent in writing to Warranty Claims, [oscarf@xtyre.global](mailto:oscarf@xtyre.global)

within thirty (30) days of identification of any claimed defects. Proof of purchase will be required.

- All claims must be made promptly following the identification of defects. Claims will be processed within 4-6 weeks of receipt.
- XTYRE reserves the right to inspect and/or test any defective product prior to replacement.
- This limited warranty shall not apply if the Original Purchaser denies XTYRE and/or its representatives.
- Access to the installed products and/or fails to cooperate in providing permission for this access.

### **COMPONENTS COVERED:**

All Xtyre rubber inserts used in accordance with the application guidelines are covered by this limited warranty. No other part or component of the product or installation of the product is covered by this limited warranty.

### **EXCLUDED FROM WARRANTY:**

Any express or implied promise made by any salesman or representative other than in writing.

Labor costs including, without restriction, cost of initial installation, cost of removal and/or cost of replacement of defective tiles.

Problems or damage caused by mold and mildew growth.

Repairs, alterations or modifications made to the surfaces without prior consultation or consent of XTYRE.

Problems caused by uses, maintenance and installation that is contrary to specifications, recommendations or instructions specified by XTYRE.

Problems caused by failure to install product on a flat, stabilised surface.

Problems caused by adding attachments or parts not sold by XTYRE.

Deterioration attributable to normal wear and tear.



Problems or damage due to spills, flooding, improper use, or improper cleaning agents or maintenance methods.

Problems or damage caused by natural disasters,

including but not limited to flooding, earthquakes, tornadoes, or hurricanes

Problems or damage resulting from incorrect installation, re-installation, or improper conditions for installation.

Any application other than the intended use.

Problems or damage as a result of negligence, alteration, abuse, accident, vandalism, or misuse.

***LIMITATION OF LIABILITY:***

**The sole remedy provided by this warranty or any implied warranty is tile replacement.**

This limited warranty is in lieu of all other representations, warranties, guarantees, obligations or liability, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

In no event will XTYRE be liable to Original Purchaser or any third party for any damages, including any lost profits, lost savings or other consequential or incidental damages, arising out of the use or misuse of this product.

The liability of XTYRE for damages resulting from use or misuse of the product shall in no event exceed the replacement cost of the product.

This warranty gives you specific legal rights and you may also have other rights that may vary between Provinces or States.

Some Provincial and State laws do not allow limitations or exclusions, so that the above may not be applicable to you.