



20 YEAR INDOOR TILE LIMITED WARRANTY

THE BEST WARRANTY IN THE INDUSTRY

Subject to the disclaimer and limitations set out below, VersaCourt, LLC warrants to the original purchaser of Speedway Garage tile that the product shall be free from defects in workmanship and materials when installed and used in accordance with the product documentation and installation instructions for a period of twenty (20) years from the date of original purchase. If a tile fails within this time period due to a manufacturing or material defect, Speedway will either replace the failed tile or issue a credit for a comparable Speedway product, at Speedway's option, in accordance with the schedule set forth below.

EXCLUSIONS AND LIMITATIONS OF SPEEDWAY GARAGE TILE WARRANTY

This limited warranty does not apply to the extent that the defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect.
- b. Improper design or failure of the sub-surface base.
- c. Damage from lack of allowance for expansion and contraction of product during installation. Such expansion and contractions occurs naturally as temperature and humidity vary, and installation must leave adequate room for such movement. Damage resulting from lack of adequate room for expansion are not covered.
- d. Use of improper cleaning methods, abrasive cleaning solutions, chemicals, or pesticides.
- e. Chemical and/or gas spills and leaks, including, but not limited to, leaks from equipment driven or used on tile surfaces).
- f. Acts of God or other conditions beyond the reasonable control of Speedway
- g. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- h. Damage to the locking system on the tile if disassembled or reassembled improperly. Proper assembly and disassembly instructions are included in the Speedway Owner's Manual.
- i. Improper installation or any other grounds unrelated to defects in material and workmanship.
- j. Painted lines and logos are not covered under the Speedway warranty.

Shipping and installation of replacement product is the responsibility of the customer. Labor for removal of old tile or installation of new tile is not included. Costs of disposal of old tile are not covered. The limited warranty is non-transferable and is extended only to the original end-use purchaser. Proof of purchase is required.

PURCHASER'S OBLIGATION TO INSPECT UPON DELIVERY

Purchaser must promptly inspect all Products upon delivery and notify Speedway in writing of any defects, shortages or non-conformities within 30 days of the date of delivery ("Delivery Date"). Notwithstanding anything herein to the contrary, if Purchaser fails to promptly inspect and identify any Product defects, shortages, or non-conformities which are discoverable by inspection within 30 days of the Delivery Date, Purchaser shall be deemed to have accepted the Products as is and Speedway shall have no obligations and/or liability with respect to such defects.

GOVERNING LAW

This Warranty and its terms and conditions shall be exclusively governed by the laws of the State of Georgia without regard to its conflicts of law provisions. Purchaser agrees that the exclusive venue for any action pertaining to transactions between the Company and Speedway shall be the Superior Court of Whitfield County, Georgia. Purchaser hereby waives all personal jurisdiction defenses with respect to such venue.



LIMITATIONS ON LIABILITY; NO EXPRESS OR IMPLIED WARRANTIES

BECAUSE SPEEDWAY PROVIDES THE WARRANTY DESCRIBED ABOVE, SPEEDWAY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPEEDWAY'S WARRANTY IS LIMITED TO REMEDIES OF REPLACEMENT, WHICH SHALL CONSTITUTE THE EXCLUSIVE REMEDY AVAILABLE UNDER OUR WARRANTIES, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE BUYER. SPEEDWAY WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPEEDWAY IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. THE REPLACEMENT OF PARTS IS VALID AS LONG AS THE CURRENT MOLD DESIGN IS ACTIVE AND IN USE. MSRP SHALL MEAN AS OF THE DATE ON WHICH ANY WARRANTY CLAIM IS FILED WITH SPEEDWAY.

Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

Discounts and cash back offers cannot be combined with each other or any other available offers.

CLAIMS PROCEDURE

1. Call Speedway at 888-618-1411, or write warranty@versacourt.com for verification of your warranty and instructions.
2. You will be requested to send a sample of one full tile and/or photograph of the entire surface that is believed to be defective. You may be requested to send one tile of each color.
3. The claim will be promptly resolved either by replacement or a written explanation for the denial of the claim.
4. Speedway may request that all or part of the defective items be returned to the plant. Costs are the responsibility of the party identified in the warranty.

THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.