Turtle Plastics 7400 Industrial Parkway Dr. Lorain, OH 44053 1-800-756-6635 www.turtleplastics.com ©Turtle Plastics June 2020

# Turtle Plastics® Limited Warranty

# Turtle Tile Products

As of June 8, 2020

1. Cleveland Reclaim Industries Inc. dba Turtle Plastics (hereinafter “Company”) warrants to the original purchaser at retail of its Published Products (hereinafter “Product”) that:

½” and ¾” Turtle Tile - 1212 (black and color)

¾” 3T Turtle Tile – 1212TT (black)

¾” Super Soft Turtle Tile - 1212SS (black and color)

¾” Ultra Soft Turtle Tile - 1212US (black)

¾” Solid Surface Turtle Tile - 1212S (black and color)

¾” Solid Super Soft Turtle Tile - 1212-S-SS (black and color)

Ramps - AM/AF – all sizes (black and color, non-grit)

1. The materials and workmanship used in the construction of the Turtle Tile products above are backed by a five (5) year warranty under normal work place conditions. Turtle Tile that has the grit coating is not warrantied; all other Turtle Tile products not listed above carry a one (1) year warranty from date of purchase. Products provided as samples or at no charge are not considered warrantied and may not be returned for any cash value or replacement.
2. TO OBTAIN PERFORMANCE UNDER THIS WARRANTY, the original purchaser at retail must call the Turtle Plastics corporate office listed above to obtain a Return Goods Authorization number. Once a number has been generated, please return the broken or defective Product to Company postage paid, with a copy of the invoice documenting the date of purchase. Any Product returned for replacement under this warranty must be clearly marked with a “warranty return authorization code”, which the original purchase at retail may obtain from Company. Upon receiving the broken or defective Product, Company will ship a replacement Product to the original purchaser at retail, postage due, within ten (10) days or as soon product becomes available. Company reserves the right to challenge any warranty claim for failures resulting from obvious abuse or damage due to misapplication or improper installation.
3. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OF OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT ANY PRODUCT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR AN IMPLIED WARRANTY THAT ANY GOODS SHALL BE MERCHANTABLE. THE ORIGINAL PURCHASER AT RETAIL ACKNOWLEDGES THAT SAID PURCHASER IS NOT RELYING ON COMPANY’S SKILL AND JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR USE.
4. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE ORIGINAL PURCHASER AT RETAIL OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF ANY PRODUCT.
5. COMPANY SHALL IN NO EVENT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF ANY PRODUCT, OTHER THAN AS CONTAINED IN THIS WARRANTY.