



VICONIC HEALTH.  
ENGINEERED TO PROTECT.

## TERMS OF SALE

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All sales of flooring products ("Product") by Viconic Sporting Inc. (d/b/a Viconic Health), as applicable ("Seller") to buyer ("Buyer") shall be subject to these ("Terms of Sale"), except to the extent such Terms of Sale are inconsistent with any agreed upon Specific Terms and Conditions ("Specific Terms") for sale of Product by Seller to Buyer as set forth on Seller's invoice or in a separate agreement of sale. These Terms of Sale are incorporated by reference into any such agreed upon Specific Terms for sale of Product by Seller to Buyer. The Specific Terms shall prevail in the event of any conflict between the Specific Terms and these General Terms, except as otherwise expressly provided herein. These Terms of Sale and any Specific Terms shall together constitute the parties' "Agreement." All other terms and conditions are expressly rejected. Notwithstanding that the Specific Terms may pertain to sales by more than one Seller, each Seller shall be responsible only for its own performance under the Agreement, and no joint and several liability or performance obligation on the part of any other Seller shall be expressly or impliedly created.

**WARRANTIES AND DISCLAIMERS.** Subject to the limitations, Restrictions and Exclusions set forth below, Viconic Sporting Inc., d/b/a Viconic Health of 1100 Oakwood Blvd, Dearborn, MI 48124, ("Viconic") warrants the Viconic Safety Flooring panels ("Panels") against defects in materials and workmanship for a period of Seven (7) YEARS from the date of installation ("Warranty Period") when the Panels used normally as an underlayment for flooring surfaces. Subject to the limitations, Restrictions and Exclusions set forth below, Viconic also warrants that the Panels will continue to function properly during the Warranty Period, as long as they are not subjected to long term heavy static point loading in excess of 75 PSI. Panels should be installed by qualified installers in accordance with Viconic installation guidelines. Viconic offers no warranty on the overlaying floor covering as those products are subject to the flooring manufacturer's warranty provisions. This Warranty is limited to the original flooring at which the Panels were installed and to the Buyer of the facility ("Buyer") at the time of original installation.

Subject to the limitations, Restrictions and Exclusions set forth herein, Viconic will indemnify, defend and hold harmless Buyer against any loss, liability or claim arising from breach of this Warranty. If Viconic determines that Buyer has a valid claim under this Warranty, Viconic shall deliver to Buyer new Panels to replace the non-conforming Panels. Buyer shall be responsible for installation of the replacement Panels. Viconic shall be responsible for the reasonable cost of replacement of flooring damaged by non-conforming Panels, but Viconic shall not be responsible for installation of any such replacement flooring. Buyer shall give Viconic reasonable advance notice of its intent to replace the flooring over the Panels, and Buyer shall give Viconic the opportunity to inspect the Panels and to be present during any replacement of the flooring over the Panels. Viconic shall have reasonable discretion

as to whether the flooring was damaged by non-conforming Panels and whether any damaged flooring requires repair or replacement. If such notice is not given, Viconic shall not be responsible for the costs associated with the repair or replacement of any flooring, and the Warranty will not continue in effect after flooring replacement.

### **Restrictions**

This Warranty covers only the cost and delivery of the Viconic Panels and the reasonable cost associated with flooring damaged by non-conforming Panels. Removal of non-conforming Panels, installation of replacement Panels and installation of flooring is not included.

This Warranty shall be effective only if:

1. Buyer gives Viconic written notice of a claim under this Warranty within thirty (30) days after the Buyer discovers the alleged warranty issue or nonconformity. All written notices must include the name of the Buyer, facility location, product information, and a brief description of the complaint and must be sent to:

Viconic Health  
1100 Oakwood Blvd.  
Dearborn, MI 48124

2. Buyer provides Viconic representative(s) an opportunity to inspect the flooring and Viconic underlayment Panels with respect to which the Warranty claim is made.

3. The Viconic representative(s) inspect the Viconic underlayment Panels subject to Buyer's claim and determine that (i) Viconic's Panels have deteriorated prematurely in excess of limits described herein, under normal and proper use (ii) the Viconic underlayment Panels contain defects in material and workmanship.

4. Viconic determines that no Exclusions apply to Buyer's claim.

### **Exclusions**

Notwithstanding anything to the contrary in this Warranty, any damage or defect resulting in whole or in part from any of the following causes is NOT the responsibility of Viconic and is NOT covered by this Warranty:

1. Improper installation of Viconic Panels, including, without limitation, failure to comply with Viconic installation instructions.
2. Wear or abrasion caused by an inadequate sub-base flooring.
3. Use of the flooring surface for purposes other than that for which it was designed and installed.
4. Failure to properly maintain the Panels or the flooring with recommended equipment.
5. Acts of God or other conditions beyond the reasonable control of Viconic.
6. Damage to Panels that is the result of improper maintenance or repair to the flooring surface.
7. Damage to Panels that is the result of attempted repairs or replacement of the Panels that is not performed by an authorized Viconic representative.
8. Long term heavy static point loading in excess of 75 PSI.
9. Damage caused by burns, flooding, fires and other accidents.

10. Damage caused by abuse (i.e. dragging appliances, heavy, or sharp objects across the floor without proper protection.
11. Damage caused by vacuum cleaner beater bars or caster wheels.
12. Damage caused by a Chemical Reaction
13. Damage caused by Corrosion
14. Damage caused by extremes in temperatures

Panels are a proprietary energy absorbing technology engineered to reduce the risk or severity of injuries due to fall related impacts with the flooring surface. The Viconic system is engineered for compatibility with flexible flooring products including heterogeneous sheet vinyl, homogeneous sheet vinyl, flexible luxury vinyl tiles, low pile height commercial carpet and the like. Rigid products such as ceramic tile, wood flooring, wood composites and rigid plank products are not compatible with the Viconic system. Adhesives recommended by the manufacturer should be evaluated for compatibility with the Viconic system prior to beta site installation. Viconic Health Safety Flooring is engineered to be firm and stable under foot and provides adequate support for enhanced mobility devices. However, the system is engineered to point deform during fall related impact events in an effort to reduce the risk and or severity of serious injuries including hip fracture, traumatic brain injury, and other impact related fractures. Viconic flooring should be installed by qualified installers in accordance with Viconic installation guidelines. Viconic offers no warranty on the overlaying floor covering as those products are subject to the flooring manufacturer's warranty provisions.

Viconic warrants only that Product sold to Buyer shall conform to Viconic's published specifications and this warranty covering such Product at time of sale. Notwithstanding the foregoing, where Product is identified as developmental, sample, pilot, or test lot, or is sold after Viconic has identified it as scrap, non-specification, off-specification, or the like, it is given or sold to the Buyer "as is," at Buyer's own risk, with no warranty whatsoever.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, CONCERNING THE PURCHASE, USE OR CONDITION OF ANY PANELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR CONFORMITY WITH ANY DESCRIPTION OR SAMPLE. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WARRANTY CONSTITUTES THE FINAL AND EXCLUSIVE TERMS FOR THE SALE OF PANELS AND MAY NOT BE MODIFIED, ABSENT THE EXPRESS WRITTEN CONSENT FROM VICONIC.

**LIMITATIONS OF DAMAGES.** No person other than the Buyer or Viconic shall have any rights to enforce any term of this Warranty. Viconic shall be permitted to assign any obligations and limitations under this Warranty, without the prior consent of Buyer, to any purchaser of substantially all of the assets of Viconic or to any financially responsible party in connection therewith. Any dispute or claim arising out of or related to this Warranty or the contract or contracts related to the sale and/or installation of Viconic Panels shall be resolved by arbitration pursuant to the rules and procedures of the Construction Industry Division of the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event of the arbitration (or litigation) of any such dispute, the prevailing

party on any claim shall be paid the prevailing party's reasonable attorneys' fees, expert witness fees, and other costs associated with the particular claim.

**INDEMNIFICATION.** Buyer agrees to indemnify, hold harmless and defend Viconic and its subsidiaries and affiliates and their respective shareholders, directors, officers and agents from and against all claims, causes of action, demands, suits, damages, judgments, liabilities and expenses based upon bodily injury, property damage or economic loss, arising directly or indirectly from or in connection with (a) any breach by Buyer of any representations warranties or other terms of any Agreement with Viconic; (b) any warranty, representation or other statement made by Buyer or Buyer's representatives with respect to the Products without express authorization by Viconic; (c) any defective or improper installation or service of the Products by Buyer or any contractor engaged by Buyer, (d) the resale of the Products by Buyer for an inappropriate application or under conditions not approved by Viconic; and (e) any negligence, willful misconduct, or violation of laws or regulations by Buyer or Buyer's representatives.