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## LIMITED WARRANTY FOR STATICWORX ESD EPOXY COATINGS

-Lifetime warranty on static control properties on a Staticworx ESD floor covering products-

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Staticworx ESD epoxy products are warranted for a period of one year from date of installation to be free of defects in material and workmanship, if installed, maintained, and used strictly in accordance with Staticworx written instructions. Instructions may be obtained from Staticworx by writing: **Staticworx, Attention: Customer Service Manager, PO Box 590069, Newton MA 02459.**

### **NOTIFICATION OF CLAIMS AGAINST WARRANTY**

This warranty does not cover dissatisfaction, problems or damage due to installation or maintenance other than as recommended by Staticworx. All claims under this warranty must be submitted, in writing, within five (5) days of discovery of any defects to:

**Staticworx**

PO Box 590069

Newton, MA 02459

Attention: Manager, Warranty Claims

Telephone: 617-923-2000

Status of claims will be based on complete inspection of installation. All claims not submitted in writing and received by Staticworx within the time period specified above shall be waived.

### **STATIC PROTECTION FOR STATICWORX ESD EPOXY**

Staticworx Inc. offers a 5-year warranty on the static control properties of this ESD floor covering product, if the product is installed according to procedures recommended by Staticworx.

### **OBLIGATIONS OF WARRANTOR**

Buyer's exclusive remedy against Staticworx for claims arising hereunder for any and all losses and damages resulting from any cause shall be receipt of, at the option of Staticworx, either replacement of the defective merchandise, or, at the discretion of Staticworx, a refund of the sale price of the defective merchandise. In no event shall Staticworx be liable for incidental or consequential damages, even if some other provision of this Limited Warranty is unenforceable. Buyer waives all other claims and remedies of any nature.

This warranty for Staticworx ESD epoxy does not cover slight color changes or fading, reduction in gloss from use, damage due to accidents or damage caused by chemicals not approved for exposure by Staticworx. Nor does this warranty cover dissatisfaction, problems or damage due to irregularities caused by the subfloor (substrate) including, but not limited to, weakness, expansion, cracking, failure due to alkalis, or hydrostatic pressure (water vapor emissions) in the subfloor. Staticworx shall not be responsible for any costs associated with the removal, refinishing or replacement of any flooring products or with the removal or replacement of cabinets, appliances, machinery or any other fixtures or items that may need to be removed and replaced as a result of replacing any flooring products. This warranty does not cover dissatisfaction or damage caused by willful destruction, improper installation or improper maintenance, accident or act of God. Material must be mixed and applied at the recommended temperature as stated in the installation instructions. These warranties are expressly in lieu of any other warranties expressed or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose. By retaining Staticworx merchandise for more than five (5) days after receipt of such merchandise, buyer agrees that it accepts the terms of this Limited Warranty and that there are no warranties or rights beyond those contained herein.

### **LIMITATION OF LIABILITY**

THE WARRANTY SET FORTH IN THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM, OR USAGE IN THE TRADE. YOUR EXCLUSIVE REMEDY FOR A DEFECT IN ANY PRODUCT SHALL BE THAT SET FORTH ABOVE IN THIS LIMITED WARRANTY.

IN NO EVENT SHALL STATICWORX BE LIABLE TO THE CUSTOMER, ITS EMPLOYEES OR AGENTS, OR TO ANY OTHER THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, OR ANY HARM OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR SERVICES PROVIDED BY STATICWORX TO THE CUSTOMER.

THIS LIMITED WARRANTY, INSTALLATION INSTRUCTIONS, AND MAINTENANCE INSTRUCTIONS ARE SUBJECT TO CHANGE. PLEASE CONTACT STATICWORX FOR THE LATEST VERSIONS. WARRANTY PERIODS COMMENCE ON THE DATE OF PURCHASE OF THE PRODUCT BY THE BUYER OR END USER WHICHEVER IS FIRST.