

## LIMITED WARRANTY FOR AMERIWORX ESD VINYL TILE

### LIFETIME WARRANTY ON STATIC-CONTROL PROPERTIES ON ALL ESD FLOOR-COVERING PRODUCTS FROM STATICWORX, INC.

StaticWorx™ ESD vinyl tile is warranted for the lifetime of the product 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 to: StaticWorx, Inc., P.O. Box 248, Waterbury Center, VT 05677.

#### 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 defect to: **StaticWorx, Inc., P.O. Box 248, Waterbury Center, VT 05677.**

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.

This Limited Warranty begins upon receipt of the material by the customer after the installation in accordance with StaticWorx then current installation guidelines and continues for the warranty period set forth above as long as the product is maintained in accordance with StaticWorx then current maintenance guidelines. Copies of the current installation and maintenance guidelines can be obtained from StaticWorx. This Limited Warranty covers the following elements and is subject to the following limitations:

#### STATIC PROTECTION FOR STATICWORX ESD VINYL

StaticWorx offers a lifetime warranty on the static-control properties for this ESD floor covering product if the vinyl tile product is installed with the recommended StaticWorx conductive adhesive.

#### 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 StaticWorx option, either replacement of the defective merchandise, or 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. StaticWorx ESD vinyl tile is not designed for use in or near commercial kitchens or for outdoor use. StaticWorx shall have no liability whatsoever to Buyer in the event the goods become defective if such defect is caused in whole or part by cuts, tears, vandalism, fire, willful destruction, improper installation, improper maintenance, accident or act of God. 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, AND STATICWORX DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY 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 SOLE AND EXCLUSIVE REMEDY FOR ANY 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, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, 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 LATEST VERSIONS. WARRANTY PERIODS COMMENCE ON THE DATE OF PURCHASE OF THE PRODUCT BY THE BUYER OR END USER WHICHEVER IS FIRST.