

LIMITED WARRANTY FOR STATICWORX INTERLOCKING ESD VINYL TILE

— Lifetime warranty on static-control properties on all ESD floor-covering products from Staticworx, Inc. —

Staticworx interlocking ESD vinyl tile is warranted for a period of ten (10) years from date of installation to be free of manufacturing defects if installed, maintained, and used strictly in accordance with Staticworx written instructions. Instructions may be obtained from Staticworx by emailing info@staticworx.com or by writing to: Staticworx, Inc., P.O. Box 248, Waterbury Center, VT 05677.

NOTIFICATION OF CLAIMS AGAINST WARRANTY

This limited warranty is extended only to the original customer and does not cover dissatisfaction, problems, or damage due to, but not limited by, the following:

- Faulty installation, inadequate maintenance, abuse, or use other than as recommended by Staticworx, Inc
- Fire, explosion, specific weather conditions, or natural catastrophes
- Accidents or acts of God
- Normal or unpredictable wear and tear
- Errors in design or construction of the installation site
- Defective adhesive or faulty adhesion leading to a lack of bond between the product and the subfloor, whether it be cement or any other material, due to humidity, presence of moisture, trapped water vapor, or otherwise
- Defective or improperly prepared subfloor
- Defective or absent moisture vapor barrier
- Defective seam welding
- Deterioration of gloss for any reason
- Tinting or fading of the product due to exposure to sunlight, heat, or otherwise
- Wear from chairs or other furniture without proper floor protection
- Damage due to spots, cuts, scratches, dips, grooves, scrapes, perforations, tears, indentations caused by loads greater than the specified static weight limit, burn marks, fading caused by carpet dye residue, rubber underside or other synthetic materials used for carpets or doormats, painted or asphalted surfaces

Staticworx must be notified of any visual defects prior to the installation. 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 and materials. All claims not submitted in writing and received by Staticworx, Inc. within the time period specified above shall be waived.

STATIC PROTECTION

Staticworx offers a lifetime warranty on the static control properties for this ESD floor covering product if the material is installed per Staticworx written instructions. When tested according to the test procedures of ESD STM 7.1 or ASTM-F-150 at >30% RH, at room temperature, Staticworx interlocking ESD vinyl tile will measure less than 1.0 x 10⁹ ohms, as specified for that product in the technical data sheet provided 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 Staticworx option, either replacement of the defective merchandise, or a refund of the sale price of the defective merchandise. Except for the limited warranties set forth within, Staticworx extends no other warranties or guarantees, either expressed or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose, or exact matching of shade, color or mottling. 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. 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 LATEST VERSIONS. WARRANTY PERIODS COMMENCE ON THE DATE OF PURCHASE OF THE PRODUCT BY THE BUYER OR END USER WHICHEVER IS FIRST.