

LIMITED WARRANTY FOR STATICWORX ESD RUBBER PRODUCTS

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

StaticWorx ESD rubber products are warranted for a period of one (1) 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 to: Staticworx, Inc., 372 Hurricane Ln Suite 201, Williston, VT 05495.

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, Inc. All claims under this warranty must be submitted in writing within five (5) days of discovery of any defect to: StaticWorx, Inc., 372 Hurricane Ln Suite 201, Williston, VT 05495.

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

EXCESSIVE WEAR

StaticWorx warrants for a period of five (5) years that their ESD Rubber products will not wear in excess of .0035" wear per year, prorated from the date of purchase.

STATIC PROTECTION

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

When tested according to the test procedures of ESD STM 7.1 or ASTM-F-150 at >30% RH, at room temperature, StaticWorx ESD Rubber will measure less than 1.0×10^9 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. StaticWorx shall not be held liable directly or indirectly for any losses, claims or damages regarding any products that have not been installed and maintained according to StaticWorx installation and maintenance instructions, that were damaged by a third party, that were installed over an improper subsurface or improperly prepared subfloor, that were improperly repaired, or that were affected by any other mechanical influences. StaticWorx shall not be liable for any incidental, consequential, enhanced or punitive damages.

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.