



# StaticStop

## **MANUFACTURER'S LIMITED WARRANTY**

### **SELECTILE ESD™ & FREESTYLE ESD™ FLOORING PRODUCTS**

The following warranties apply to SelecTile and FreeStyle ESD Products (Products) when installed and maintained according to installation and maintenance instructions provided by SelecTech, Inc. ("SelecTech") or its Static Control Division, StaticStop. The warranty period for any Products shall commence on the date of purchase of such product from SelecTech or a SelecTech-authorized reseller.

#### **1-Year Limited Warranty**

All first quality Products are warranted to be free from defects in material or workmanship, for one (1) year from such date of purchase.

#### **10-Year Wear Warranty**

All first quality Products are warranted against wear through of the surface layer under normal and proper usage for a period of 10 years from the date of purchase.

#### **Lifetime Performance Warranty**

All first quality Products will perform in accordance with test method ESD S7.1 for the lifetime of the product. This applies to Static Dissipative Tile (surface-to-ground resistance,  $1 \times 10^6$  to  $1 \times 10^9$  ohms) and Static Conductive Tile (surface-to-ground resistance,  $2.5 \times 10^5$  to  $1 \times 10^6$  ohms)

Any claims for surface defects or variations in texture, color or pattern must be communicated to SelecTech in writing prior to installation and specimens must be returned to SelecTech for inspection.

If, under normal and proper use, the product is proved defective within the respective warranty periods set forth above and the buyer promptly notifies SelecTech as set forth below, then SelecTech will, at no charge to buyer, either (i) repair, replace or correct such product free of charge (excluding labor for removal and installation) or (ii) if SelecTech determines that it is unable or impracticable to repair, replace or correct such product, provide a refund or credit not to exceed the original purchase price therefor.

#### **NOTICE OF CLAIMS**

To obtain performance of the Limited Warranties set forth herein, buyer must provide written notice within 30 days of the discovery of the event giving rise to the warranty claim to Static Stop, c/o SelecTech, Inc. 33 Wales Ave, Unit F., Avon, MA 02322

SelecTech or its representative must be given an opportunity to inspect and examine the alleged defect or wear to determine, in its sole and absolute discretion, whether such defect or wear resulted from other than normal and proper use. Notwithstanding anything to the contrary herein, no Product shall be accepted for return or replacement under a warranty claim prior to SelecTech's inspection and written approval.

#### **WARRANTY EXCLUSIONS**

The warranty coverage provided under this Manufacturer's Limited Warranty shall not apply to any Product with respect to:

1. Damage or wear resulting from misuse, abuse, neglect or improper handling or storage;
2. Defects, dissatisfaction or problems caused by use, installation or maintenance other than as recommended in Products installation and maintenance instructions and guides. (The Product Installation Guide and Maintenance Guides are available by writing SelecTech, Attn: Customer Service Manager, 33 Wales Ave, Unit F, Avon, MA 02322 or online @ [www.staticstop.com](http://www.staticstop.com)).
3. Color deviations from samples or printed color representations;
4. Color fading over time caused by direct sunlight;
5. Damage or wear resulting from contact with chemicals other than those set forth in the product specifications. (For questions regarding the suitability of the Products in specific chemical environments, contact SelecTech customer service).
6. Reasonable variations in shade as generally acceptable within the trade;
7. Seconds or irregular materials, which are sold as is, without warranty as to quality in any respect; or
8. Damage due to accidents, gouges, scuffs, scratches or indentation)

**PRODUCT SUITABILITY AND INSTALLATION**

SelecTech shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by buyer and/or others, and such determination shall be the sole responsibility of the buyer and/or others. Suggestions or recommendations made by SelecTech or its dealers in product literature concerning uses or applications of the goods are believed to be reliable, but SelecTech makes no warranty or guarantee of results to be obtained, since conditions of the use, application and installation by the buyer and others are beyond SelecTech’s control and will vary at each site location

**IMPORTANT NOTICE**

All warranties apply to the initial end user of the Product and may not be assigned or transferred under any conditions. If Product tiles are replaced under warranty, the replacement floor will be an equivalent product and will assume the life and terms of the original warranty.

**LIMITATION OF LIABILITY UNDER WARRANTY, NEGLIGENCE OR ANY OTHER CLAIM**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GRANTED IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (WHETHER WRITTEN, ORAL, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BUYER’S SOLE AND EXCLUSIVE REMEDY AND SELECTECH’S SOLE OBLIGATION HEREUNDER, SHALL BE TO REPAIR, REPLACE, CREDIT OR REFUND AS SET FORTH ABOVE.

IN NO EVENT SHALL SELECTECH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF ANY PRODUCT INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF SELECTECH, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, SELECTECH’S CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF ANY PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE PAID TO SELECTECH FOR SUCH PRODUCT.

IN NO EVENT SHALL SELECTECH, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY COSTS OR DAMAGES CAUSED BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, EARTHQUAKE, LABOR DISPUTES AND STRIKES, RIOTS, WAR, NOVELTY OF PRODUCT MANUFACTURE AND GOVERNMENTAL REQUIREMENTS.

BUYER AND SELECTECH HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ALL CLAIMS ARISING OUT OF OR RELATED TO THIS WARRANTY, THE PRODUCTS COVERED HEREBY OR THE PERFORMANCE OF ANY PARTY HEREUNDER.

THIS WARRANTY SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS. BUYER SPECIFICALLY AND IRREVOCABLY CONSENTS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND SUCH COURTS SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ALL MATTERS CONCERNING THIS WARRANTY OR THE ENFORCEMENT OF ANY OF THE FOREGOING.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.