



## **MANUFACTURER'S LIMITED WARRANTY FREESTYLE™ FLOORING PRODUCTS**

The following warranties apply to products when installed and maintained in commercial applications according to installation and maintenance instructions provided by SelecTech, Inc. ("SelecTech"). The warranty period for any Freestyle™ product shall commence on the date of purchase of such product from SelecTech or a SelecTech-authorized retailer or distributor.

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

All first quality Freestyle™ 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 Freestyle™ 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.

If, under normal and proper use, a defect appears in a warranted product or the surface layer is worn through, during 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:

Claims Manager, 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 Freestyle™ product shall be accepted 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 Freestyle™ 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 not in accord with Freestyle™ installation and maintenance instructions and guides. (The FreeStyle Installation Guide and Maintenance Guides are available through your Dealer or by writing SelecTech, Attn: Customer Service Manager, 33 Wales Ave, Unit F, Avon, MA. 02322).
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 Freestyle™ products in specific chemical environments, contact SelecTech customer service).
6. Damage or wear caused by fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
7. Reasonable variations in shade as generally acceptable within the trade;
8. Seconds or irregular materials, which are sold as is, without warranty as to quality in any respect; or
9. Damage or wear (including without limitation indents or abrasion) caused by heavy furniture or high heels, shoe spikes or spiked heels.

## **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 FreeStyle™ product and may not be assigned or transferred under any conditions. If FreeStyle™ tiles are replaced under warranty, the replacement floor will be an equivalent FreeStyle 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 FREESTYLE™ 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 FREESTYLE™ 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.