



Manufacturer's Limited Warranty

SelecTech, Inc. ("SELLER") warrants that EcoLock™ tiles (the "Product") sold to the first end user ("END USER") will be free of manufacturing defects in materials provided that the Product is stored, installed, and maintained strictly in accordance with the SELLER's instructions for a period as provided in this Limited Warranty. Receipt and installation of the Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations, and disclaimers. This Limited Warranty applies only to installations sold to the first END USER of the Product and becomes void on the transfer or sale of the Product or the use of the Product by any party other than END USER.

Warranty Period

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law, and not otherwise excluded or disclaimed in this Limited Warranty, apply for fifteen (15) years, starting from the date of shipment of the Product from SELLER's manufacturing or distribution facilities, including motor drive or other means of transportation.

If the Product shall be proved to SELLER's satisfaction to be defective, within the applicable warranty period described above, SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER's sole discretion, if such defect was caused solely by defective materials. Such repair or replacement shall be the SELLER's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER fulfilling its obligations under SELLER's Warranty Claim Procedures.

The SELLER's warranty services will specifically include providing END USER with alternative floor covering of comparable quality and/or carry out necessary repairs of the Product to cover the remainder of the warranty period. This includes material cost only and does not include labor.

Notice of Claim

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

This Limited Warranty does not apply to Product which has been discontinued or to a particular color or design which has been discontinued at the time of sale or to Product sold as seconds or B- grade.

The following is not included under this Limited Warranty:

1. Color deviations as compared to physical, printed, and/or electronic representations of the Product;
2. Damage caused by improper storage and handling of the Product;
3. Product delivered damaged unless the SELLER is notified as soon as the Product is received;
4. Defects, dissatisfaction or problems caused by use, installation or maintenance not in accord with Product installation and maintenance instructions and guides. (Ecolock Installation Guide and Maintenance Guides may be found online at StaticStop.com)
5. Damage resulting from inadequate protective matting at entryways including from sand and/or grit;
6. Damaged caused by exposure to petroleum distillates (solvents, chlorine, acidic chemicals) or industrial oils;
7. Damage caused by excessive moisture and alkali in the subfloor (above the published adhesive moisture limit);

8. Damage caused by misuse, unreasonable use, abuse and/or negligence, including any indentation to the Product from spiked heels or any heavy point loading in excess of the published static load limit when tested in accordance with ASTM F970;
9. Damage caused by furniture, appliances, fixtures, and equipment that is not properly leveled with appropriate protective glides, casters and/or floor protectors;
 - a. Glides must be a minimum of 1" in diameter.
 - b. Glides must be flat, smooth and slightly rounded.
 - c. Glides and casters should be regularly serviced.
10. Labor costs for removing and/or re-installing replacement and associated freight costs are not covered under this warranty.
11. Labor costs for removing and/or re-installing replacement and associated freight costs are not covered under this warranty.

Important Notice

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

I. Limitations on Warranty

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to END USER by SELLER. SELLER does not authorize any other person to give any other warranties on SELLER's behalf.

SELLER disclaims any express warranty not provided herein and any implied warranty, guarantee or representation as to performance, quality and absence of hidden defects, and any remedy for breach of contract, which but for this provision, might arise by implication, operation of law, custom of trade or course of dealing, including implied warranties of merchantability and fitness for a particular purpose. SELLER further disclaims any responsibility for losses, expenses, and inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of the product.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein. If END USER has a claim under this Limited Warranty or under any implied warranties provided to END USER by state law, END USER may not file a court action based on that claim any later than one (1) year after END USER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

II. Sellers Liability

SELLER's liability with respect to the Product sold to END USER shall be limited to the warranty provided herein. SELLER shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to products sold or services rendered by SELLER, or any undertaking, acts or omissions relating thereto. Without limiting the foregoing, SELLER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, downtime, shut down or slow down costs, or for any other types of economic loss, and for claims of END USER's customers or any third party for any such damages. SELLER shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

III. Miscellaneous

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with END USER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.