



**MANUFACTURER'S LIMITED WARRANTY
MODULAR INTERLOCKING FLOOR TILES
SELECTILE™, FREESTYLE™
SELECTILE ESD™, FREESTYLE ESD™
FREESTYLE ESD PLUS™, FREESTYLE ESD DESIGNER SERIES™**

SelecTech warrants to the original end use purchaser that FreeStyle and SelectTile interlocking floor tiles will be free from manufacturing defects and will not wear through when used and maintained according to the written recommendations and specifications provided at the time of material purchase. SelecTech warrants that FreeStyle ESD and SelectTile ESD interlocking products shall meet electrical conductivity performance requirements as stated in written product specifications

All SelecTech Limited Warranties apply to the purchaser/end-user. Warranties run from the date of purchase by the end-user. Remedies, except as otherwise indicated below, are limited to (1) replacement floor except for manufacturing defects. Following replacement, replaced material is then warranted for the time then remaining under this original warranty. Labor costs, when covered by this Limited Warranty, will only be paid for if they are documented and commercially reasonable. In the event labor costs are covered under the Limited Warranty, SelecTech reserves the right to supply such labor at its expense.

No unauthorized person, fabricator, installer, agent or employee of SelecTech is entitled to assume any liability on behalf of SelecTech relating to the sale of this product or has the authority to increase or alter the obligation or limitations of this warranty.

Manufacturing defect is defined as a visual or construction deficiency resulting from the manufacturing process. Visual appearance that is characteristic of FreeStyle products, as described in SelecTech Technical Bulletin, Visual Appearance of FreeStyle Flooring Products, are not manufacturing defects.

Wear through is a condition where the wear layer is fully worn through so that the gray or black material below the décor surface is readily visible and is at least one (1) square inch in size. **Gloss or sheen reduction is not considered to be surface wear and shall not be a breach of or covered by these limited warranties.**

The sole recourse against SelecTech under this Limited Warranty, following installation of the Product, will be the supply by SelecTech to the End-User of a replacement product of the same color, design and grade, if available. If the original product is unavailable, SelecTech reserves the right to provide a replacement product of substantially equal quality from the existing line of SelecTech products on the claim date, **and as per the prorated warranty** set forth in the Warranty Schedule, below and only for the portion of Product that is defective (following inspection and verification by SelecTech). Transportation costs for new product and cost of removal of defective product are not included. Any other compensation, for damages or otherwise, of whatever nature, or under any theory, is excluded from this Limited Warranty

SELECTECH LIMITED WARRANTIES SCHEDULE BY PRODUCT CATEGORY

FreeStyle ESD, FreeStyle ESD Plus, FreeStyle ESD Designer Series	Warranty Schedule
Manufacturing Defect – 1 Year	
Year 1	100% Material & reasonable, documented cost of Labor
Wear Through – 10 Years	
Years 2-5	100% Materials Only
Years 6-10	50% Materials Only
Electrical Performance –Lifetime	<i>(as applicable for Static Conductive or Static Dissipative Tile)</i>
	100% Materials Only
FreeStyle Commercial	Warranty Schedule
Manufacturing Defect – 1 Year	
Year 1	100% Material & reasonable, documented cost of Labor
Wear Through - 10 Years	
Years 2-5	100% Materials Only
Years 6-10	50% Materials Only
FreeStyle Biolock	Warranty Schedule
Manufacturing Defect – 1 Year	
Year 1	100% Material & reasonable, documented cost of Labor
Wear Through – 10 Years	
Years 1	Material & Labor, if professionally installed
Years 2-5	100% Materials Only
Years 6-10	50% Materials Only
SelectTile Commercial, SelectTile ESD	Warranty Schedule
Manufacturing Defect – 15 Years	
Year 1-2	100% Material & reasonable, documented cost of Labor
Years 3-10	100% Materials Only
Years 11-15	50% Materials Only
Electrical Performance - Lifetime	<i>(as applicable for Static Conductive or Static Dissipative Tile)</i>

This Limited Warranty applies only for products installed, used and maintained according to the written recommendations and specifications provided at the time of material purchase

SelecTech Limited Warranties for Modular Floor Tiles

NOTICE OF CLAIMS

To obtain performance of the Limited Warranties set forth herein, buyer must provide written notice to SelecTech via Federal Express, UPS or US mail with tracking and delivery confirmation within 30 days of the discovery of the event giving rise to the warranty claim to SelecTech, Inc., Attn: Warranty Manager, 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, wear or other defect 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 applicable 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; www.freestyleflooring.com).
3. Damage due to "abuse" including any use of the flooring that is unreasonable considering the normal and expected use of the product;
4. Change in the product's initial appearance, particularly in heavy traffic areas and areas subjected to excessive wear and tear due to sand, gravel, grit or grime in and around the buildings being brought inside;
5. Color deviations from samples or printed color representations;
6. Color fading over time caused by direct sunlight;
7. 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).
8. Damage due to static and/or rolling loads in excess of those specified for the product category or by equipment with damaged or inappropriate wheels;
9. Reasonable variations in shade as generally acceptable within the trade;
10. Damage or wear (including without limitation indents or abrasion) caused by high heels, shoe spikes or spiked heels;
11. Damage caused by moving heavy furniture or equipment over the floor without proper protection and precautions;
12. Damage or performance failures caused by use of floor care products not recommended and/or sold by SelecTech;
13. Damage due to high alkaline and mineral levels in the subfloor (ASR).

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 to 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

LIMITATION OF LIABILITY UNDER WARRANTY, NEGLIGENCE OR ANY OTHER CLAIM

1. 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.
2. SELECTECH SHALL NOT 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 LOSS OF USE OF PREMISES AND LOSS OF REVENUES OR 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.
3. SELECTECH SHALL NOT 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, OR GOVERNMENTAL REQUIREMENTS.
4. TO THE FULLEST EXTENT PERMITTED BY LAW THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING FROM OR IN CONNECTION WITH (A) THIS WARRANTY OR ITS BREACH, OR (B) ANY CLAIMED DEFECT IN SELECTECH FLOORING PRODUCTS, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, BREACH OF WARRANTY, CONTRACT, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY.
5. 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. PARTIES specifically and irrevocably consent 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.
6. As conditions precedent to commencing suite on this Limited Warranty, the Purchase or End-User must submit a warranty claim to SelecTech and must give SelecTech at least thirty (30) days written notice at the address shown above, of its intent to sue. All actions arising from or in connection with this Limited Warranty must be brought within one (1) year after Purchaser's submission of its warranty claim to SelecTech.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSIONS OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY IN SUCH STATE OR JURISDICTION.