



Staylock Perforated Floor Tiles Limited Warranty

Greatmats warrants to the original purchaser only, that the product StayLock Floor Tiles that is the subject of this sale (a) conforms to Greatmats published specifications, and (b) is free from defects in material and workmanship. This warranty excludes UV, color fading, and staining.

The duration of this warranty is 1 year. If the purchaser discovers within this time a failure of the product to conform to specifications or a defect in material or workmanship, it must promptly notify Greatmats in writing, [but not later than 30 days after discovering the non-conformity or defect of the Products] of the exact manner in which the product was so defective, the conditions of usage which gave rise to such claims, and deliver to Greatmats therewith a representative sample or other evidence [details of which will first be agreed with Greatmats] exemplifying the claimed defects, for examination.

Should the product prove to be defective as set forth above, then Greatmats shall [subject to prior agreement with Greatmats] either (a) at its own cost and expense replace with new and ship to the purchaser, replacement product for all those items demonstrating such defects that are shipped back prepaid to its depot, or (b) issue a credit note to the purchaser equal to the value of the original product purchase price, or (c) reimburse the purchaser to the value of the original purchase price.

I. Requirements

This Limited Warranty applies only if:

The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

II. Method for Obtaining Warranty Service

To obtain a replacement product under this Limited Warranty, END USER must

(A) provide SELLER with a written notice of any alleged defect within the warranty period stated in Section V and ten (10) days of its discovery, and

(B) send the photographs of the defective product(s) to SELLER, at www.greatmats.com, with mailing or shipping charges prepaid ("Warranty Claim Procedures").

III. Warranty Service Provided

(A) If the Product shall be provided to SELLER's satisfaction to be defective, within the applicable warranty period described below, 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 SELLER's sole obligation and END USER's exclusive remedy hereunder and shall be conditioned upon END USER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

IV. Warranty Period

This Limited Warranty of the Product, and any implied warranties provided to END USER by state law not otherwise excluded or disclaimed in this Limited Warranty, apply for one (1) year, starting from the date of shipment of the Product from SELLER's manufacturing or distribution facilities, including motor drive or other means of transportation.

Staylock Perforated Floor Tiles Limited Warranty continued

V. 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, guaranty 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, inconveniences, special, indirect, secondary or consequential, incidental, and contingent damages whatsoever, including damages arising from ownership or use of 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.

VI. Seller's 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, down time, 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.

VII. 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.

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