

## LIMITED WARRANTY for STATICSMA<sup>R</sup>T SYMPHONY SERIES RUBBER FLOORING

Julie Industries, Inc. StaticSmart<sup>™</sup> ESD Symphony Rubber products are warranted for a period of one year from date of installation to be free of defects in material and workmanship, if installed, maintained, and used strictly in accordance with Julie Industries' written instructions. Instructions may be obtained from Julie Industries by writing:

**Julie Industries**

**Attention: Customer Service Manager**

**PO Box 153, North Reading, MA 01864.**

### NOTIFICATION OF CLAIMS AGAINST WARRANTY

This warranty does not cover dissatisfaction, problems or damage due to installation or maintenance other than as recommended by Julie Industries. All claims under this warranty must be submitted, in writing, within five (5) days of discovery of any defect to:

**Julie Industries**

PO Box 153

North Reading, MA 01864

Attention: Manager, Warranty Claims

Telephone: 978-276-0820

Status of claims will be based on complete inspection of installation. All claims not submitted in writing and received by Julie Industries within the time period specified above shall be waived.

### EXCESSIVE WEAR

Julie Industries warrants for a period of Five (5) years that their ESD Symphony Rubber products will not wear in excess of <.0035" wear per year prorated from the date of purchase.

### STATIC PROTECTION

Julie Industries offers a Ten (10) year warranty on the static control properties for StaticSmart ESD Symphony Rubber floor covering product, if the rubber floor covering is installed with the recommended Julie Industries conductive adhesive.

When tested according to the test procedures of ESD S7.1-94 and ASTM-F-150 under >30% RH at room temperature,

Julie Industries StaticSmart ESD Symphony Rubber will measure either between <1 x 10<sup>6</sup> OHMS or between 10<sup>6</sup> -<10<sup>9</sup> OHMS as specified for that product in the technical data sheet provided by Julie Industries.

### OBLIGATIONS OF WARRANTOR

Buyer's exclusive remedy against Julie Industries for claims arising hereunder for any and all losses and damages resulting from any cause shall be receipt of, at Julie Industries' option, either replacement of the defective merchandise, or a refund of the sale price of the defective merchandise.

Except for the limited warranties set forth within, Julie Industries extends no other warranties or guarantees, either expressed or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose, or exact matching of shade, color or mottling. In no event shall Julie Industries be liable for incidental or consequential damages, even if some other provision of this Limited Warranty is unenforceable. Buyer waives all other claims and remedies of any nature. Julie Industries shall not be held liable directly or indirectly for any losses, claims or damages regarding any products that have not been installed and maintained according to Julie Industries' installation and maintenance instructions, that were damaged by a third party, that were installed over an improper subsurface or improperly prepared subfloor, that were improperly repaired, or that were affected by any other mechanical influences. Julie Industries shall not be liable for any incidental, consequential, enhanced or punitive damages.

These warranties are expressly in lieu of any other warranties expressed or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose. By retaining Julie Industries merchandise for more than five (5) days after receipt of such merchandise, buyer agrees that it accepts the terms of this Limited Warranty and that there are no warranties or rights beyond those contained herein.

### LIMITATION OF LIABILITY

THE WARRANTY SET FORTH IN THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE. YOUR EXCLUSIVE REMEDY FOR A DEFECT IN ANY PRODUCT SHALL BE THAT SET FORTH ABOVE IN THIS LIMITED WARRANTY.

IN NO EVENT SHALL JULIE INDUSTRIES BE LIABLE TO THE CUSTOMER, ITS EMPLOYEES OR AGENTS OR TO ANY OTHER THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS OR ANY HARM OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR SERVICES PROVIDED BY JULIE INDUSTRIES TO THE CUSTOMER.

THIS LIMITED WARRANTY, INSTALLATION INSTRUCTIONS AND MAINTENANCE INSTRUCTIONS ARE SUBJECT TO CHANGE. PLEASE CONTACT JULIE INDUSTRIES FOR LATEST VERSIONS. WARRANTY PERIODS COMMENCE ON THE DATE OF PURCHASE OF THE PRODUCT BY THE BUYER OR END USER WHICHEVER IS FIRST.