

Accessories Limited Warranty

COMPANY INFORMATION

Flexco Corporation
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LIMITED WARRANTY

Flexco Corporation manufactures and markets its floor products under the trade name Flexco. Flexco guarantees their Accessories for a period of one (1) year from date of installation to be free of defects in material and workmanship. This guarantee depends upon installation, maintenance and used strictly in accordance with Flexco written instructions and installed with the recommended Flexco adhesive. Instructions may be obtained from a Flexco distributor or by writing Flexco, Attention: Customer Service Manager, 1401 East 6th Street, Tuscumbia, Alabama, 35674. Notice of any defect must be made in writing to Flexco within thirty (30) days after buyer learns of the defect. No merchandise is to be returned prior to Flexco's inspection and written approval. Buyer's sole and exclusive remedy against Flexco and Dealer for claims arising hereunder for any and all losses and damages resulting from any cause shall be a pro rata credit based on the period remaining in this Limited Warranty toward the purchase of new Flexco Accessories. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Flexco Accessories. In no event shall Flexco 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. Flexco Accessories are not designed for use in or near commercial kitchens or for outdoor use. Flexco shall have no liability whatsoever to Buyer in the event the goods become defective if such defect is caused in whole or part by cuts, tears, vandalism, fire, willful destruction, damage from high heels, spiked footwear, improper installation, improper maintenance, subfloor and/or substrate irregularities, accidents, natural causes and/or acts of God. Flexco will not be liable for labor costs or lost profits resulting from the use of or inability to use the product. Flexco will not be liable for labor costs for material that is installed with obvious defects. Products designated as "seconds", "mill run", "non-conforming", not being of first quality, are sold as-is and Flexco makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular use. By retaining Flexco's 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. All claims must be made in writing and sent to Flexco in the appropriate manner. All claims for surface defects or variations in color or pattern must be delivered to Flexco in writing before the product is installed. Flexco will not accept the return of any product without prior written approval of the Flexco Claims Department.