

Rubber Stair Tread Limited Warranty

COMPANY INFORMATION

Flexco Corporation
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LIMITED WARRANTY

Flexco Corporation manufactures and markets its stair tread products under the trade name Flexco[®]. Flexco products are warranted for a period of one year from date of installation to be free of defects in material and workmanship. Flexco has a five (5) year limited wear warranty on heavy duty rubber treads and a twenty-five (25) year limited wear warranty on the extra heavy duty metal reinforced rubber stair treads; if installed, maintained and used strictly in accordance with Flexco's written instructions and installed with the recommended Flexco adhesives. This Limited Warranty only applies to Flexco Rubber Stair Treads subjected to normal wear, less than 0.004" of stair tread material worn away per year and traffic conditions and used in the conditions for which they are designed. Notice of any defect must be made in writing to Flexco within thirty days after buyer learns of the defect. No merchandise is to be returned prior to Flexco's inspection and written approval. If the product is alleged to be defective, Flexco reserves the right to inspect the manner and quality of the installation. Flexco assumes no liability for labor costs in the installation of its products that are alleged to be defective. Buyer's exclusive remedy against Flexco and Dealer for claims arising hereunder for any and all losses and damages resulting from any cause shall be receipt of, at Flexco's option, either replacement of the defective merchandise, or a refund of the sale price of the defective merchandise. In regard to any wear warranty, the buyer's sole and exclusive remedy for breach of the wear warranty shall be a pro rata credit, based on the period remaining in the wear warranty, toward the purchase of new Flexco Rubber Stair Treads, or in the event that that Flexco Rubber Stair Treads are not available, other Flexco products. Replacement credit shall be equal to the proportion of wear warranty time remaining multiplied by the current price of the same Rubber Stair Treads or the last price, if the Rubber Stair Treads are no longer available. In no event shall Flexco be liable for incidental, consequential, enhanced or punitive damages; even if some other provision of this Limited Warranty is unenforceable. Buyer must provide proof of purchase and time of purchase and installation. Buyer waives all other claims and remedies of any nature against Flexco, whether statutory, based in common law or equity, and including, but not limited to, direct, indirect, special, enhanced, punitive, incidental and consequential damages. Flexco Rubber Stair Treads are not designed for use in or near commercial kitchens or for outdoor use. Flexco will not warranty Rubber Stair Treads against fading or discoloration when exposed to direct or indirect sunlight, heat, and chemicals (solid, liquid or gas) or maintenance products that may come in contact with the flooring without prior written approval. 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, spiked footwear, improper use, improper installation or improper maintenance, accident or act of God. The Flexco Rubber Stair Tread Product Data information concerning Product Description, Technical Data, Product Limitations, Installation and Maintenance must be adhered to in order for this Limited Warranty to be valid. Product Data information may be obtained from a Flexco distributor or by writing Flexco, Attention: Customer Service Manager, 1401 East 6th Street, Tuscumbia, Alabama, 35674. 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. The warranty period commences on the day the material is purchased from Flexco. These warranties are expressly in lieu of any other warranties expressed or implied, including, but not limited to any implied warranty of merchantability, exact matching of color, shade, or mottling, or warranties for fitness for a particular purpose. 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.