



A B O V E
ground



THE NEW ANTI-FATIGUE MATS BY
TOUGH GUY® INTERNATIONAL

LIMITED WARRANTY

solutions for a healthier working environment

Limited Warranty:

Tough Guy® International, a division of Tough Guy® Products, LLC ("Manufacturer") warrants that the Tough Guy® ABOVE GROUND™ anti-fatigue mats ("Product" or "Mat") will be free from defective materials and workmanship for a period of SIX years from the date of purchase by the original end user customer ("Purchaser") excluding dealers and distributors. This limited warranty is issued to the original end user customer and is not transferable.

Exclusions:

This limited warranty excludes:

- Accidental damage or damage caused by abuse, misuse or negligence
- Normal wear and tear
- Fading of color or discoloration due to chemicals in the workplace
- Damage caused by salon or workplace appliances
- Slight color, texture, finish and density variations
- Damage caused by contact with excessive liquids, oils, petroleum based products or fatty substances

Tough Guy Products, LLC's Responsibilities:

If a defect in material or workmanship is detected during the warranty period, Manufacturer will, at its discretion, and WITH CUSTOMER PROOF OF PURCHASE, replace or repair the defective Product with the same or equivalent Product. FOR WARRANTY CLAIMS A COPY OF THE ORIGINAL RECEIPT MUST BE PROVIDED. Manufacturer does not retain copies of customers' sales receipts.

Original Purchaser's Responsibilities:

The Purchaser is responsible for:

- Selecting the appropriate model, size and color for the specific application
- Using the Product in a location for which it was designed in accordance with the Manufacturer's published technical and promotional materials and refraining from any misuse or unauthorized modifications to the Product
- Ensuring the Product is not exposed to Petroleum distillants (solvents or chlorine, such as bleach products)

Purchaser's Additional Terms:

Any terms or conditions which may appear in any communication from Purchaser, including but not limited to any separate document submitted by Purchaser in connection with the purchase of the Product and Limited Warranty, are hereby objected to and shall not be effective or binding unless specifically accepted in writing by Manufacturer's President.

Negotiation:

Purchaser acknowledges that all terms and conditions herein, including but not limited to the Disclaimer and Release and Exclusion of Consequential and Other Damages, were freely negotiated and bargained for with Manufacturer or its distributor, and Purchaser has agreed to purchase the Product and this Limited Warranty subject to these terms and conditions.

Disclaimer and Release:

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF MANUFACTURER AND THE REMEDIES OF PURCHASER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND PURCHASER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MANUFACTURER (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

Exclusions of Consequential and Other Damages:

AS BETWEEN MANUFACTURER AND PURCHASER, MANUFACTURER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER AT IT'S PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE PRODUCT.

Severability:

Purchaser expressly agrees that the disclaimer, release and exclusions set forth in this Limited Warranty are intended to be as broad and inclusive as permitted by law and that if any portion thereof is held invalid, Purchaser agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Applicable Law:

The laws of the State of Washington, U.S.A. shall govern this limited warranty, including the Disclaimer and Release and Exclusion of Consequential and Other Damages provisions.

**Care and Maintenance:**

- For hair removal, simply sweep the Mat
- To wash the Mat, wipe or mop with a mild non-bleach detergent cleaning solution
- Remove any chemical product with a damp cloth as soon as possible to help minimize staining
- NEVER fold the Mat as it may split or crack and void this limited warranty
- NEVER roll the Mat as it may split or crack and void this limited warranty
- If you find footprints or hair are sticking to the Mat, clean the Mat with a non-bleach cleaning solution, and wipe with an anti-static dryer sheet. Some Mats retain a static charge from the manufacturing process and will require a few treatments to eliminate
- NEVER place the Mat on a wet, freshly cleaned floor. Placing the Mat on a wet floor may cause a chemical reaction between the floor cleaner and the foam

Warranty Authorization Procedures:

1. Call 1.206.633.2500 for return authorization and return shipping instructions.
2. Warranty claims must be shipped PREPAID to the address provided for inspection. All shipping costs incurred to return the Mat(s) are the responsibility of the Purchaser.
3. Include a copy of the original receipt.
4. Upon inspection by Manufacturer, if the Mat is not deemed to be a warranty claim, the Purchaser will be contacted and the original Mat will be returned to the Purchaser at Purchaser's expense.
5. If the Purchaser's complaint constitutes a legitimate warranty claim, the Purchaser will be contacted and Manufacturer will repair or replace the Mat at no charge.