

GratedeX® and PierdeX® Limited Warranty

DexSystems Inc. (hereinafter "MF"), warrants to the Original Consumer (hereinafter "OC") this Limited Warranty for the GratedeX® and PierdeX® Outdoor Flooring System™ (hereinafter "GXPX"). The OC herein defined is the property owner who purchased the GXPX direct from the manufacturer or from a licensed contractor/installer or is the first owner of a new property for which a general contractor purchased the GXPX from a licensed contractor/installer. This warranty is personal to the OC and may not be transferred to any other party.

The MF warrants the GXPX from the date of original purchase, under normal residential foot traffic conditions, that for (20) years the GXPX will have no lose of structural integrity and that for (10) years the gauged stone/porcelain tile bonded with the system adhesive will have no separation from the supporting GratedeX® and PierdeX® underlayment.

The MF does not warrant against and is not responsible for conditions attributed to: (1) improper installation of the GXPX or failure to follow installation guidelines, (2) use of the GXPX outside of its intended us, (3) original framing, (4) movement, distortion, collapse or settling of the ground or supporting structures, (5) any act of God or natures forces or (6) improper handling, storage or abuse by the OC or third party or (7) selection, condition or durability of surfacing materials.

To make a claim under this Limited Warranty, the OC shall send to MF, within the warranty period, a written description of the claimed defect, a picture of the defect, a proof of purchase document containing the contractor's name and a proof of payment in full. This information should be sent to...

DexSystems Inc., 1740 Dell Range Blvd, Ste H #480, Cheyenne WY 82009

The MF reserves the right to investigate any claim hereunder. If the investigation reveals manufacturing defects covered by this Limited Warranty, the MF will provide, for the materials subject to a claim only, within a reasonable period of time, replacement materials or repair of existing materials at the sole discretion of the MF. Based upon the MF choice of remedies, the MF is not responsible for labor, installation, removal, disposal, shipping or any other cost related to the replacement of materials under this warranty. If the warranty claim is for the stone/porcelain surface and replacement is deemed the appropriate remedy, the MF is responsible only to provide a product of equal value, not an exact product or color match replacement.

NO PERSON OR ENTITY IS AUTHORIZED BY MF TO MAKE AND MF SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF THE GXPX OTHER THAN AS CONTAINED IN THIS WARRANTY. THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A INSTRUMENT SIGNED BY THE MF AND THE OC. EXCEPT AS SET FORTH ABOVE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GXPX PRODUCT. THE MF EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE. UNDER NO CIRCUMSTANCES WILL THE MF BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE , CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE GXS, OR FROM DEFECTS OR NONCONFORMITY TO SPECIFICATIONS OF THE GXS, OR DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY SUCH CLAIM IS BASED UPON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. THE MF LIABILITY WITH RESPECT TO DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCT. SOME STATES MAY NOT ALLOW CERTAIN LIMITATIONS ON IMPLIED WARRANTIES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THEORIES OF LIABILITY, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS OF THIS LIMITED WARRANTY SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT WITHOUT BEING IMPAIRED OR INVALIDATED AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

THE LIMITED WARRANTY IS A TERM AND CONDITION OF EACH SALE OF GXPX AND IS BINDING UPON THE PARTIES AS DEFINED HEREIN.

THIS LIMITED WARRANTY IS EFFECTIVE FOR THE GXPX SOLD AFTER: April 1, 2008 in the United States.

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