

# *PEC – TransitTile™ Division*

## **WARRANTY (TYPICAL)**

All technical information and specifications set forth in the project submittals are based on tests conducted by third parties which PEC believes to be reliable. However, PEC does not guarantee their accuracy or completeness. The buyer should conduct its own tests of the product(s) before use to determine proper preparation, technique and suitability for the proposed application. PEC warrants that the product conforms to the written specifications, and is free from manufacturing defects.

PEC's provided tactile tile products are warranted in the USA by PEC to Purchaser against defects in workmanship, breakage, deformation, and delamination of composite detectable warning surface from the underlying substrate for a period of five (5) years from the date of installation of the PEC supplied product. PEC provided products are warranted against fading or for a period of one (1-year) and chalking for a period of two (2-years) from the date of installation. PEC does not warrant that the operation or execution of any PEC supplied product will be uninterrupted or error free. Warranty as specifically related to issues of installation will be the responsibility of the installation contractor.

**EXCLUSIVE REMEDIES:** PEC will repair or replace any defective material promptly reported to PEC during the warranty period. The warranty does not include labor costs or the costs of removal of the product unless initial installation was performed by PEC, its agents or employees. Installation costs pertaining to warranty work shall be the responsibility of the installation contractor or others. Repair or replacement will be done on-site.

**WARRANTY LIMITATIONS:** PEC's warranty on the supplied product does not apply to conditions resulting from improper use, installation, external causes, intentional misuse or abuse, vandalism, or other modifications to the PEC supplied products or by actions or improper installation by Third Parties over which PEC has no control. This warranty applies to the product properties only and will not apply in the event of mishandling, misuse, or vandalism.

**THIRD PARTY PRODUCT WARRANTY.** PEC does not warrant third party products which PEC distributes "as-is". Third party products may be warranted by the manufacturer as expressly provided in the Third Party documentation accompanying the Third Party product. Purchaser's exclusive remedy under any Third Party warranty shall be as provided in the Third Party documentation accompanying the Third Party product.

**DISCLAIMER of WARRANTIES.** The above warranties are Purchaser's exclusive warranties and may not be assigned. No other warranty, expressed or implied, shall apply. PEC specifically makes no warranty of merchantability and/or fitness for a particular purpose.

**THE PURCHASER'S SOLE REMEDY FOR NONCOMPLIANCE WITH THIS WARRANTY SHALL BE FOR THE REPLACEMENT OF THE PRODUCT OR REFUND OF THE ORIGINAL PURCHASE PRICE AT THE SOLE DISCRETION OF PEC. IN NO EVENT WILL PEC BE LIABLE FOR ANY DAMAGES, LOST PROFIT, DIRECT, CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES.**

PROJECT NAME/LOCATION: \_\_\_\_\_ DATE: \_\_\_\_\_