

# Mytee Floor Machine Warranty Policy

Mytee Products, Inc. endeavors to provide high quality products and product support to its customers and therefore backs up all of its new products purchased from Mytee Products Inc. (“Mytee”) or any authorized Mytee distributor/service center with this limited warranty. This limited warranty begins on the date of the customer’s purchase and is valid and available to the original purchaser only. Mytee’s products are for commercial use only and are not intended for personal, family or household uses.

HOWEVER, OTHER THAN SET FORTH HEREIN, MYTEE GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, INFRINGEMENT, OR OTHER MATTER, OF ANY GOODS WHICH MYTEE SHALL SUPPLY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. MYTEE SHALL IN NO WAY BE RESPONSIBLE FOR THE PROPER USE AND APPLICATION OF THE GOODS. MYTEE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR MYTEE ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF MYTEE’S GOODS. THIS LIMITED WARRANTY POLICY MAY BE CHANGED OR WITHDRAWN BY MYTEE AT ANY TIME WITHOUT NOTICE.

**WEAR PARTS 90-DAY LIMITED WARRANTY:** Mytee will replace all wear parts for 90 days from the date of original purchase. “Wear parts” are items which wear out as a result of usage or the passage of time and are consumed despite attempts to maintain them, such as bumpers, wheels, cords, wires, electrical terminals, switches, thermostats, plastic parts, filters, bearings, brushes, solenoids, or other parts deemed wear items in Mytee’s sole discretion. This warranty covers the cost of replacement only and does not cover shipping or labor costs.

**FLOOR MACHINE MOTOR 2-YEAR LIMITED WARRANTY:** Mytee warrants that motors will be free from manufacturing defects, defects in workmanship, and defects in material for one (1) year from the date of original purchase. This warranty does not apply and is void if the motor has water damage, evidence of abuse, neglect, or tampering. This warranty covers the cost of replacement or repair only and does not cover shipping or labor costs.

**METAL PARTS 5-YEAR LIMITED WARRANTY:** For five (5) years from the date of purchase, Mytee warrants all metal stamped and formed parts to be free from manufacturing defects, defects in workmanship, and defects in material. This warranty does not apply and is void if the part has evidence of abuse, neglect, or tampering. This warranty covers the cost of replacement or repair only and does not cover shipping or labor costs.

**LIMITATION OF DAMAGES:** THE REMEDY OF REPLACEMENT OR REPAIR OF ANY DEFECTIVE GOODS SHALL BE THE EXCLUSIVE REMEDY UNDER ANY WARRANTY MADE BY MYTEE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL MYTEE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, OR PERSONAL INJURIES.

All limited warranties are void for, and Mytee does not warrant in any way, any product that evidences misapplication, improper installation, abuse, lack of maintenance, negligence in use or care, abnormal use, alteration of design, use of incompatible or corrosive chemicals, use in a rental service, and/or servicing, installation of parts, or repairs by anyone other than Mytee or a Mytee authorized distributor or service center. Mytee may make changes in products it

manufactures and markets at any time; these change are made without obligation to change, retrofit, or upgrade any product previously sold or manufactured.

Mytee has no obligation to honor the limited warranties set forth herein unless the original purchaser, promptly upon discovering the warranty claim and prior to continuing to use the product, contacts Mytee or a Mytee authorized distributor or service center to describe the claim and to receive and follow instructions for documenting and resolving the claim. In addition, the purchaser must provide the product to which the claim applies to Mytee or a Mytee authorized distributor or service center for a thorough inspection.

If any provision or portion of this limited warranty policy is found to be unenforceable, then the remaining provisions and portions shall remain valid and enforceable. If any provision or portion of this limited warranty policy is found to be limited by law, then that provision or portion shall be construed to make it effective within the bounds of law. For example, if there are legal limitations on the duration of warranties, the warranties made herein shall be construed to have the minimum duration required by law, or, if there are legal limitations of exclusion of remedies, the exclusions made herein shall be construed to apply to the fullest extent possible without violating the law.

The validity, construction and performance of this warranty policy shall be governed by the laws of the State of California, without respect to conflicts of laws principles. The exclusive jurisdiction of any legal action arising from or related to this warranty policy shall be in the State of California and no legal action shall be commenced elsewhere.