



WARRANTY

REGUPOL AKTIVPRO



REGUPOL America (the "Seller") warrants that its **REGUPOL AktivPro** Tiles (the "Product") shall conform to all published specifications, and to any specifications required by Buyer and accepted by Seller, for a period of ten (10) years from the date of shipment. Seller warrants that, during the warranty period, the Product shall not exhibit signs of excessive deterioration, as reasonably determined by Seller. All other warranties, including the warranties of merchantability and fitness for a particular purpose, are expressly excluded. Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option, repair or replacement of the defective Product or refund of the purchase price of the defective Product. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever. In no event shall Seller's liability for defective Product sold to Buyer exceed the purchase price thereof.



REGUPOL America LLC

11 Ritter Way
Lebanon, PA 17042
phone +1 800 537 8737
info@REGUPOL.com

REGUPOL BSW GmbH

REGUPOL Australia Pty. Ltd.

REGUPOL Acoustics Middle East FZE

REGUPOL Schweiz AG

REGUPOL Zebra Athletics LLC

BSW Shanghai CO. LTD.

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