

In connection with the Buyer's purchase of units of any Product under this agreement, SaniStride LLC (1) disclaims any warranty of merchantability or fitness for a particular purpose and (2) makes no warranty other than the warranty of title. Any and all units of any Product sold under this Agreement are sold "AS IS."

SaniStride LLC does not sell or represent any sanitizing solution used with SaniStride products. No expressed warranty has been or will be made on the behalf of SaniStride LLC with respects to the SaniStride solutions used with SaniStride Products, or to the lab analysis data provide by SaniStride LLC on its website. SDS information only applies to solutions used in SaniStride products and must be obtained from solution provided. SDS information for sanitizing solution used with SaniStride products is the responsibility of the owner and users of SaniStride products.

SaniStride recommends using a drying mat under or alongside SaniStride mats under all circumstances to prevent injuries from slipping, and damage to flooring from sanitizer exposure. The application and use of SaniStride products is the responsibility of the owner and users of SaniStride products.

No expressed warranty has been or will be made on the behalf of SaniStride LLC with respects to the SaniStride mats, nor to the installation, operations, repair, or replacement of SaniStride units or parts. SaniStride LLC shall not be responsible for water damage, losses of use of the unit, inconvenience, damage to personal property, or other consequential damages, including lost profits. Any and all application, effectiveness and safety of sanitizer solution in SaniStride products is solely the responsibility of the owner and users of SaniStride products. SaniStride LLC shall not be liable by virtue of this disclaimer or otherwise for damage to any persons or property, whether direct or indirect.

Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This disclaimer shall be governed and construed in accordance with the laws of Oregon, excluding Oregon's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Oregon, excluding Oregon's choice-of-law principles.

If either party brings against the other party any proceeding arising out of this agreement, that party may bring that proceeding only in United States District Court for the District of Oregon or in any Oregon state court sitting in Portland or Eugene, and each party hereby submits to the exclusive jurisdiction of those course for purposes of any such proceeding.