

XL Brands Product 1-Year Limited Warranty

LIMITED WARRANTY:

Subject to the terms of this Limited Warranty ("Warranty"), Bostik, Inc. ("Bostik"), warrants to the original purchaser of this product that, at the time of purchase, the product is free from manufacturing defects and conforms with Bostik's/XL Brands' written specifications. Bostik's/XL Brands' written specifications for the product can be obtained by calling (800) 367-4583 or (706) 508-5907. This Warranty replaces and supersedes (1) the limited warranty stated in Bostik's terms and conditions set forth on any order acknowledgment you may have received from Bostik/XL Brands (but all other such terms and conditions shall not be affected hereby) and (2) all prior warranties that may appear to apply to the product you have purchased. This Warranty is not transferable or assignable.

LIMITATIONS: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, AND BOSTIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DISCLAIMERS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE TO CERTAIN CLASSES OF BUYERS OR TO CERTAIN PRODUCTS. TO THE EXTENT ANY IMPLIED WARRANTY APPLIES, ITS DURATION IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND DEPENDING ON THE LAW APPLICABLE TO YOUR PURCHASE.

DURATION OF WARRANTY: The duration of this Warranty for products that are used as part of a Qualifying Installation System is the lesser of either (1) the duration of the flooring manufacturer's warranty for the flooring product being installed or (2) ten years. To be considered a Qualifying System, your installation must be comprised of only Bostik/XL Brands' products that are required to meet industry standards. For products not used as part of a Qualifying Installation System, this Warranty has the following durations:

SURFACE PREPARATION PRODUCTS: Three years. If a longer warranty period is desired, please contact Bostik's technical services department at (706) 508-5907.

ADHESIVES: One year.

All Warranty periods are measured from the date the product was first sold to the original purchaser.

CONDITIONS: The remedy in this Warranty shall apply only under the following conditions:

- (1) The product is installed and maintained in accordance with (i) Bostik's/XL Brands' most recent Technical Data Sheet and any other instructions, guidelines and data published by Bostik regarding the product, (ii) the flooring manufacturer's instructions, guidelines and data, (iii) applicable building codes, and (iv) standard industry guidelines and practices. Bostik's/XL Brands' Technical Data Sheet can be obtained at www.xlbrands.com/technical-data/ or by calling (706) 508-5907.
- (2) The product must be used within the shelf life specified in the most recent Technical Data Sheet for the product and stored in accordance with the instructions in the Technical Data Sheet.
- (3) It is your responsibility to test the suitability of the product for an intended use prior to using it. Bostik accepts no responsibility for determining the suitability of the product for use with a particular flooring product or for a particular type of installation, and any recommendation by Bostik regarding use of the product is not intended to be a warranty that the product is suitable for a particular application.
- (4) In the event the product is alleged not to be as warranted, you must give Bostik an opportunity to inspect the installation, and to take samples of materials used in the installation, before you engage in any repair or replacement work.

EXCLUSIONS: This Warranty does not cover damage resulting from:

- Failure of claimant to have records of moisture and alkalinity testing prior to installation;
- Structural failure, faulty structural design, structural movement, excessive structural deflection or other failure of substrate, inadequate subflooring, or improper preparation of substrate or subfloor;

XL Brands Product 1-Year Limited Warranty

- Moisture, in excess of levels set forth in Bostik's/XL Brands' Technical Data Sheet for the product or the flooring manufacturer's instructions or guidelines, that is coming from the substrate, subfloor, or any surface(s) over which the flooring is installed; moisture due to improper preparation of substrate; exposure to excessive levels of atmospheric moisture or humidity; or exposure to water from flooding, leaks, puddling, hydrostatic head, or other sources;
- Excessive pH levels of concrete;
- Installation failures due to outside sources of water, moisture or ground water intrusion caused by faulty (or lack of a) vapor retarder under the concrete substrate slab per ASTM E1745;
- Exposure to excessively low or high temperatures or humidity, excessive levels of dew point at time of installation;
- Any cause beyond Bostik's reasonable control, including without limitation, any act of God, act of buyer or user, flood, fire, or accident;
- Normal wear and tear; or
- Misuse; improper alteration, modification, or dilution of product; exposure to corrosive materials or contaminants; industrial applications subject to chemical or mechanical abuse; improper maintenance or use of cleaning products.

This Warranty does not cover changes in appearance resulting from exposure to sunlight, corrosive material or contaminants; aging; or efflorescence or shading inherent to cementitious products. It also does not cover variations of color, shade, or texture from those shown on samples, product packaging, or other marketing materials.

REMEDY FOR BREACH OF WARRANTY: In the event of a valid claim under this Warranty, as buyer's sole and exclusive remedy, Bostik shall pay the reasonable cost of materials and labor, on a square foot basis, necessary to repair or replace the portion of the original installation that is proven to be defective. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOSTIK WILL NOT BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, OR OTHER DAMAGES, AND BOSTIK HEREBY DISCLAIMS LIABILITY FOR ANY SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

MAKING A CLAIM: Any claims must be made within 30 days of discovery of an alleged failure to conform to specifications or an alleged manufacturing defect. You must send written notice of your claim to:

Bostik, Inc.
11320 Watertown Plank Road
Wauwatosa, Wisconsin 53226-3434

Written proof of purchase must be submitted with the notice of claim. NO CLAIM WILL BE VALID UNDER THIS WARRANTY IF ANY REPAIR OR REPLACEMENT WORK IS DONE BEFORE BOSTIK IS GIVEN AN OPPORTUNITY TO INSPECT THE FLOOR AND TAKE SAMPLES.

If any part, term or provision of this Limited Warranty is determined by any court or other tribunal to be illegal, invalid or unenforceable, any illegal, invalid or unenforceable part, term or provision shall be deemed stricken from this Limited Warranty and all of the other parts, terms and provisions of this Limited Warranty shall remain in full force and effect to the fullest extent permitted by law. If this Limited Warranty is determined by any court or other tribunal to be unenforceable in its entirety or otherwise not applicable to the person or entity asserting a claim, then the warranty disclaimers set forth in Bostik's/XL Brands' Technical Data Sheet for the product shall exclusively apply.

This XL Brands Product 1-Year Limited Warranty supersedes all previous versions.

Job specific warranties may be applied for by calling XL Brands/Bostik Technical Support at (706) 508-5907.

For more information and other product literature, visit www.xlbrands.com.