

1. Warranty Terms

- 1.1 Lititz Flooring Company ("Seller") warrants that, when installed properly and under normal operating conditions, the adhesive products described in the Seller's catalog as Gold Series MW 3012 Modified Silane Resilient Flooring Adhesive ("Product") will conform to Seller's published technical documents and will be free of any and all manufacturing defects outside of normal tolerances for a period of **five (5) years** from the date of delivery by Seller ("Warranty Period"). Seller's warranty shall be available exclusively to the original end-user of the Product ("Customer").
- 1.2 **Seller's liability, and Customer's exclusive remedy under this Warranty, is limited to the replacement or refund of the defective Product and reasonable costs of labor *only* and does *not* include other costs associated with installation or removal of the defective Product or installation of the replacement Product including, but not limited to, lost time, furniture removal and/or overtime pay.**
- 1.3 If Seller no longer provides the particular Product subject to this warranty, Seller reserves the right to substitute another Product that Seller deems to be comparable or superior in its place.
- 1.4 Seller's responsibility to replace defective Product under this warranty applies only to the affected area of Product so long as a suitable match (as determined in the sole discretion of Seller) can be supplied. Full replacement or replacement of a greater area than the affected area is at the sole discretion of Seller.

2. Warranty Requirements

- 2.1 Product warranty is contingent on the following requirements:
 - 2.1.1 **Compliance with applicable industry guidelines.** Installation and substrate preparation must be performed in accordance with all related ACI, ASTM, NWFA and RFCI guidelines ("Guidelines").
 - 2.1.2 **Compliance with applicable technical data.** Product must be installed in accordance with Seller's published architectural specifications, technical data, installation instructions, care and maintenance documents and other relevant technical information provided by the Seller for the Product ("Technical Data"). This includes technical data sheets for all associated flooring and maintenance products.
- 2.2 These warranties are specific to the Product described in the Seller's catalog and no other products. Product must be selected, installed, used, maintained and cared for in accordance with the Guidelines and Technical Data. Product must be installed by a professional, licensed and experienced installer **only**. Any installation outside of these parameters shall void any and all warranties. Guidelines may be obtained from the appropriated organization. Technical Data may be obtained at www.lititzflooring.com/goldseries or are available upon request by contacting support@lititzflooring.com or **800.492.2613**.

3. Warranty Provisions

3.1 **Manufacturing Defect & Adhesion Warranty Provisions**

- 3.1.1 The product shall conform to written specifications, will be free of any and all manufacturing defects outside of normal tolerances and will not break down, deteriorate or delaminate due to adhesive bond failure.
- 3.1.2 Seller will supply new material of the same grade, if available; if unavailable or discontinued, Seller reserves the right to supply similar Seller materials. After corrective action is taken on an existing defect, warranty coverage will remain in effect for the remaining period of the original warranty.
- 3.1.3 Alternatively, a refund of up to 100% of the original cost of the material may be offered.

3.2 **Labor Warranty Provisions**

- 3.2.1 The costs of professional labor must be submitted to and approved by Seller staff prior to reimbursement. Labor shall be reimbursed per approved labor charges put forth by Seller, provided that all Warranty Requirements have been met and all Seller recommended installation materials have been used.
- 3.2.2 **Installation of Products with unapproved installation materials, including but not limited to Seller recommended underlayments, repair products and accessories shall void any and all labor**

warranties.

3.2.3 Labor must also be provided by a professional flooring installer per Section 2.2, and will be paid according to the following pro-rated schedule:

- **Year 1 - 2:** 100% of labor cost
- **Year 3 - 5:** 70% of labor cost

4. Warranty Exclusions

4.1 The above warranty does not apply to nor cover nonconformities that are caused by, result from or arise in connection with any of the following conditions:

- 4.1.1 Product that has been subjected to conditions of use or installation methods that are not in strict conformity with the Guidelines and Technical Data.
- 4.1.2 Product installed outside of the product limitations detailed in the Technical Data.
- 4.1.3 Product installed without proper substrate preparation, selection and/or repair per the Guidelines and Technical Data.
- 4.1.4 Product installed with visible and obvious manufacturing defects.
- 4.1.5 Product that has not been installed with a flooring product that has been explicitly stated by Seller and/or flooring manufacturer to be compatible with such Product, e.g. via the Technical Data or as otherwise recommended or approved in writing by Seller.
- 4.1.6 Adhesive failure caused by caustic topical liquids, such as acids and alkalis.
- 4.1.7 Adhesive failure caused by hydrostatic pressure, osmosis and excessive substrate moisture.
- 4.1.8 Adhesive failure caused by circumstances beyond the reasonable control of the Seller, such as environmental, ambient or substrate conditions.
- 4.1.9 Adhesion failure caused by structural damage, seismic activity and/or substrate failure, movement, imperfections or damage.
- 4.1.10 Adhesion failure caused by the use of incompatible concrete curing compounds, mold release agents, oil or wax-based sweeping compounds, adhesive removers and asbestos abatement chemicals.
- 4.1.11 Adhesion failure caused by the use of a non-portland cement-based underlayment, repair or patching compounds without proper preparation and/or the use of a compatible primer, if required, per the manufacturer's instructions.
- 4.1.12 Product issues and/or adhesion failure caused by dimensional instability of the flooring material.
- 4.1.13 Any product that has been sold or resold as "seconds", "mill-run", "off goods", "non-conforming", "as-is" or otherwise denoted as irregular, non-first or non-standard quality.
- 4.1.14 Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

5. Warranty Claims

- 5.1 If, within the applicable warranty period identified in Section 1, Customer discovers any problems or defects in the Product that may be covered by this Limited Warranty, the Customer must notify the Seller in writing at support@lititzflooring.com within **thirty (30) days** of discovery of such problem or defect. If Seller determines that the Product is covered by this Limited Warranty, then Seller shall, at its sole option and one time only, replace the nonconforming Product or refund the purchase price paid for each defective Product for the affected area, per Section 1. No warranty claims will be processed if received more than **thirty (30) days** after the applicable warranty period has ended.
- 5.2 All claims **must** include a completed Lititz Flooring Company Claim Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after problems or defects are observed or suspected. All warranty claims and Claim Forms may be obtained from and shall be returned to support@lititzflooring.com.

- 5.3 Seller or its designated representative shall have the right to examine the Product and the flooring, including the right to test the flooring and/or substrate, at the installation site with respect to any Product that is the subject of a warranty claim. ***Any removal of installed Product prior to such examination will void any and all warranties.*** Seller may require additional testing or verification of any tests conducted or obtained by the Customer.

6. Warranty Disclaimer

- 6.1 THE WARRANTIES SET FORTH IN SECTION 1 AND 4.1 ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, SALES REPRESENTATIVE, DEALER, DISTRIBUTOR, CONTRACTOR, INSTALLER, ARCHITECT OR DESIGNER HAS THE AUTHORITY TO INCREASE OR ALTER SELLER'S OBLIGATIONS UNDER THIS WARRANTY.

7. Limitation of Liability

- 7.1 The aggregate cumulative total liability of Seller hereunder, whether for breach of warranty or contract, indemnification, tort (including negligence), or otherwise, shall not exceed the original purchase price of the nonconforming Product. Seller assumes no liability for labor costs in the installation of the Product claimed to be defective or for installation of replacement Product. In no event shall Seller be liable to Customer or any other person for loss of revenue, profit or any consequential, incidental, exemplary or punitive damages directly or indirectly arising from the use of the Products, from breach of any warranty or from any other cause, whether or not Seller has been informed of the possibility of such damages.