

## Performance Warranty

Industrial Product Formulators of America, Inc., (hereinafter Formulators), provides a limited warranty for its Aquaflex products to be free from defects in material and workmanship for the **life of the floor** when properly installed (see installation instructions), and not to delaminate due to either elevated sub-slab or topical sources of moisture (i.e., sink overflow, leaky plumbing, roof leaks, improper floor care, etc) **at ANY measured level**.

This warranty applies to the installation of flooring with the recommended Aquaflex adhesive. Failure to follow specified instructions completely will void warranty. This warranty applies to standard flooring installations over concrete prepared per ASTM F710. This warranty does not extend to or cover failures from poor concrete slab conditions resulting from uneven sub-floors beyond the flooring manufacturer's and Formulators specifications and tolerances, flooring substrate incompatibility, flooring substrate contamination, improper sub-floor materials, slabs with >30% Type F fly ash, improper material selection or complaints relative to defects of the flooring material. Formulators will not be responsible for structural failure and failures due to seismic action. Formulators will not pay damages resulting from inadequate installation process, loss of bond due to dimensional characteristics of the flooring material, alkali aggregate reactions, poor acclimation, telegraphing of trowel marks through the flooring material, improper trowel selection, discoloration due to topical moisture, improper substrate preparation, improper crack suppression, improper preparation technique, improper installation methods, damage due to rolling point loads, damage to tile from topically applied alkaline penetrations, seam failures or seam voids, tears, rips, misapplied curing compounds, lack of curing compound removal, limited surface porosity from hard steel trowel finish, residual mold release, delaminating of leveling or patching compounds, excessive porosity from poorly/improperly mixed cementitious skim and any other condition beyond the control of Formulators and unrelated to the integrity of the adhesive.

Formulators reserves the right to physically inspect and determine the cause for each claim. All claims repaired and/or replaced prior to inspection will void the warranty. In the event of an adhesive bond failure judged to be so, solely by a qualified independent testing agency of Formulators choosing, Formulators will repair or replace at its discretion that section of floor judged to have failed due to adhesive loss including standard labor costs. Written notice of any such claim must be received in writing. This warranty is limited to one repair or replacement and in all cases is the sole remedy and obligation offered. All remedies shall extend to the replacement of finished flooring materials, labor and adhesive in affected areas only and as determined by Formulators. Buyer and or User should make its own tests to determine the fitness of any particular product for any particular purpose. All risks resulting from the use of materials associated with the installation, whether in Buyer and or User's manufacturing processes, or in combination with other substances, are to be borne by the Buyer and or User at its sole risk and expense. No agent, salesman or employee of Formulators is authorized to alter or vary the terms, make representations, agreements, or warranties at variance with the terms and conditions described hereof. Formulators will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise be liable for consequential, incidental, special other exemplary damages including, but not limited to, loss of profits or revenues, loss of use or damage to any substance combined therewith, cost of capital, cost of substitute products, facilities or services, or claims of Buyer's customers.

The suitability of this product for an intended use shall be solely the Users and/or Buyers responsibility. Formulators makes no warranty of merchantability or fitness for a particular application, installation or purpose. No other warranty is expressed or implied. By acceptance of this product Buyer agrees to hold harmless Formulators of any injury and/or liability which may result from the use of this product by Buyer and or User or Third Parties. Goods and services covered by this warranty are sold in accordance with Sellers standard. Seller does not admit responsibility or liability for results obtained by Buyer and or User due to the improper use of goods and services sold. Seller makes no warranty of merchantability or representation of any kind, expressed or implied, regarding the products described including any warranty of fitness for a particular purpose unless specified separately in writing. By acceptance of this product Buyer and or User agrees to hold harmless Seller of any injury and/or liability which may result from the use of this product by Buyer and or User and or Third Parties. Seller disclaims any liability based on any claim of patent infringement. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Orange County, State of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.