

# UnderFlor® Adhesives and Grout

## LIMITED WARRANTY

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IMPORTANT: BY USING THIS PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE UNDERFLOR (1) YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW.

DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN THE RETAILER'S RETURN POLICY.

### **HOW CONSUMER LAW RELATES TO THIS WARRANTY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, UNDERFLOR DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

### **WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. CONGOLEUM DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, CONGOLEUM LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT CONGOLEUM'S OPTION, THE REPLACEMENT DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### **WHAT IS COVERED BY THIS WARRANTY?**

Congoleum, 3500 Quakerbridge Road, Mercerville, New Jersey, warrants the UnderFlor-branded product contained in the original packaging ("UnderFlor Product") against defects in manufacturing and that the product will conform to the product's written specifications, when used normally in accordance with Congoleum's most recent UnderFlor brand published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the original purchaser ("Warranty Period"), unless the product is past its shelf life, in which case the warranty extends to the end of that product's shelf life. Congoleum's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

## WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-UnderFlor branded products, even if packaged or sold with an UnderFlor product. Manufacturers or suppliers, other than Congoleum, may provide their own warranties to you – please contact them for further information. This warranty does not cover damage arising from failure to follow instructions relating to the UnderFlor Product's use.

The remedy in this limited warranty applies only under the following conditions:

1. The product is installed, used and maintained in accordance with Congoleum's most recent UnderFlor brand technical data sheet and any other instructions or guidance published by Congoleum regarding the UnderFlor brand product.
2. The product is installed in accordance with the flooring manufacturer's instructions, guidelines and recommendations.
3. Standard industry guidelines and practices are taken into account.

It is the responsibility of the user to test the suitability of the UnderFlor product for the intended use before installation.

This Warranty does not cover damage resulting from:

- Failure to use the product according to the most recent UnderFlor installation instructions and data sheet for the specific product used, as published by Congoleum
- Failure to use the product according to the Flooring Manufacturer's installation instructions and data sheets
- Failure of claimant to have records of alkalinity and moisture testing conducted prior to installation
- Improper preparation of substrate or subfloor; structural failure, faulty structural design, structural movement, excessive structural deflection or other failure of substrate; or inadequate subflooring
- Concrete with excessive pH levels
- Moisture due to improper preparation of substrate; moisture in excess of levels set forth in UnderFlor's 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; exposure to excessive levels of atmospheric moisture or humidity; or exposure to water from flooding, leaks, puddling, hydrostatic head, or other sources
- 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;
- Excessive levels of dew point at time of installation; exposure to excessively low or high temperature or humidity
- Normal wear and tear
- Any cause beyond UnderFlor's reasonable control, including without limitation, any act of God, act of buyer or user, flood, fire, or accident
- 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.

### **How To File a Claim**

To file a claim under this warranty, the user must contact Congoleum by writing within 21 calendar days of discovery of the alleged failure. Send notice of the claim, along with proof of purchase to:

*Congoleum  
Attn: Claims Department  
3500 Quakerbridge Road  
Mercerville, NJ 08619*

Congoleum has the right, without any obligation, to physically inspect, perform testing and collect samples at the site of the alleged failure, or to hire a third party to perform these actions, before Congoleum determines the validity of the claim. Failure to allow this will cause the claim to be ruled invalid.

### **Remedy**

If a claim on an UnderFlor brand product made by Congoleum is determined to be valid, the buyer's sole and exclusive remedy will be replacement UnderFlor product for only that specific portion of the installation that requires replacement or remediation.

### **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONGOLEUM IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **GENERAL**

No UnderFlor Product reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the State of New Jersey, and jurisdiction and venue of any dispute arising from this Warranty is fixed in the State of New Jersey.

June 2019