

# **Limited Product Warranty**



# **LIMITED WARRANTY**

H.B. Fuller Construction Products Inc. ("HBF-CP") warrants, to the owner ("Owner") of the premises in which the product ("Product") listed below is applied, that, for the period specified below, the Product:

- will be free from substantial manufacturing defects
- will not break down or deteriorate under normal use

provided that the Product was properly applied within its applicable shelf life and in accordance with HBF-CP's written guidelines, Product Data Sheets and Specifications found at tecspecialty.com in effect on the date of its application and consistent with all applicable building codes and industry standards and guidelines, including the TCNA Handbook when applicable, and procedures for professional application to the extent they are consistent with HBF-CP's written guidelines and specifications.

	Lifetime	25 Years	20 Years	15 Years	10 Years	5 Years	1 Year
Grout	InColor <sup>TM</sup> * Design FX®* Power Grout®*				AccuColor EFX® Epoxy Grout	AccuColor® Grout Acrylic Grout Additive	AccuColor EFX® Clean-up Water Concentrate Grout Colorant Ready to Use Grout Adhesive & Grout Sanded Adhesive & Grout Unsanded Vinyl Tile Grout
Mortars & Additives	1Flex® 1Flex® Fast Set Super Flex™	3N1™ Fast Set 3N1™ IsoLight™	Full Flex®	Ultimate Large Tile Mortar Fast Set Ultimate Large Tile Mortar	Quik Flex®	Sturdi Flex™ Xtra Flex™ Additive Ultimate Premixed Mortar	Full Set Plus® SturdiLight™ Medium Bed Mortar Flex.4 Uncoupling Membrane Mortar Ultimate Premixed Mortar Acrylbond® AMA Additive PermaSet® 200 Floor Mud PermaFlex® 300 LHT PermaFlex® 300 Full Contact Mortar
Mastics					Double Duty™ Plus	Double Duty™	Type 1 Mastic 101 Ceramic Tile Adhesive
Surface Preparation					HydraFlex™ Membrane Roll On Crack Isolation Membrane LiquiDam™ Moisture Vapor Barrier LiquiDam EZ™ Moisture Vapor Barrier	Triple Flex™ Membrane EZ Level® Underlayment Multipurpose Primer Level Set® LW-60 Fiber Reinforced Underlayment Level Set® Epoxy Primer Ultra Wear Surface Level Set® Wear Topping Level Set® 300	Smooth Start™ Underlayment Patch Additive VersaPatch® Leveler PerfectFinish™ Skim Coat Fast-Set Deep Patch Contractor Grade Self Leveling Underlayment Level Set® DP3 Floor Patch Pro Crack Isolation Sheet Membrane Level Set® 200 Flex-Guard™ Speed-Flex™ Feather Edge Ready to Use Skimcoat and Patch Waterproofing and Crack Prevention Membrane
In-Floor Heat**					Heat Panel Mat Edge Sealing Tape Wiring Harnesses		
Preformed Components							Niches, Slopes, Curbs and Seats
Caulks					AccuColor 100® Sealant		AccuColor® Caulks
Floor Covering Adhesives							TEC® Floor Covering Adhesives
Wood Flooring Adhesives	WoodPerfect™					WoodStrong®	WoodLock™
Construction Adhesives							TEC® Construction Adhesives

<sup>\*</sup>Refer to separate warranty document for details.

\*\*Excludes thermostats and crimpers; all 3 In-Floor Heat products listed must be used together (with no substitutions) for this limited product warranty to be valid.



# **EXCLUSIVE REMEDIES**

HBF-CP will, at its option and expense, for each Product warranty claim that it determines to be valid, replace the Product or refund the amount Owner paid for the defective Product.

The duration of the warranty on any replacement Product will not exceed the balance of the warranty remaining on the Product that was replaced as of the date of such replacement.

## **WARRANTY CLAIM PROCEDURE**

In order to qualify for the remedies described above, the Owner must notify HBF-CP, in writing, before the expiration of the warranty period described above and provide proof of purchase of the Product which is alleged to be defective, regarding the discovery of the alleged defect in the Product covered by the foregoing warranty. Owner must provide HBF-CP a reasonable opportunity to review and investigate the alleged defect. Owner must send or fax written claims

H.B. Fuller Construction Products Inc. 1105 South Frontenac Street Aurora, IL 60504-6451 Attn: Technical Support Fax: 630-952-1235

## **EXCLUSIONS AND DISCLAIMER OF WARRANTIES**

The foregoing warranty does not cover damage or other harm from routine maintenance or cleaning, any defects, damage or other harm that is not the result of the acts or omissions of HBF-CP, or that arise to any extent or in any way from (i) the failure of Owner or Product applicator to follow any applicable instructions of HBF-CP facturers, if any, (ii) the abuse, misuse or modification of the Product, (iii) structural failure or workmanship not in accordance with HBF-CP's instructions and applicable industry standards, (iv) normal wear and tear resulting from usage. (v) installations with improper substrate preparation, sewer backup, acts of God, excessive or low relative humidity or any issues not related to excessive moisture proven to be coming through the moisture vapor barrier, if one was applied, (vi) any surface not installed in accordance with the manufacturer's recommendations including, but not limited to, temperature, relative humidity, and proper maintenance or (vii) any surface not installed in accordance with the manufacturer's most recent published literature pertaining to glue down installations, including, but not limited to, wood flooring acclimation, expansion space, jobsite temperature, relative humidity and air flow requirements.

ALTHOUGH HBF-CP MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE REQUEST OF THE OWNER OR THE PRODUCT APPLICATOR, OWNER AND APPLICATOR ARE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING THE SUITABILITY OF THE PRODUCT FOR THE INTENDED USE AND PURPOSE, AND OWNER AND APPLICATOR ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO. NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY GRANTED UNDER APPLICABLE LAW. INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY GRANTED ABOVE. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO OWNER.

# **LIMITATION OF REMEDIES AND DAMAGES**

EXCEPT AS OTHERWISE PROVIDED HEREIN. THE REMEDIES STATED ABOVE ARE OWNER'S SOLE AND EXCLUSIVE REMEDIES AGAINST HBF-CP.

ANY EFFORTS BY HBF-CP BEYOND THE OBLIGATIONS PROVIDED FOR HEREIN, WILL NOT IN ANY WAY CHANGE THE LIMITATION OF REMEDIES AND DAMAGES STATED IN THIS WARRANTY OR EXTEND OR CHANGE THIS WARRANTY.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL HBF-CP'S LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY OWNER FOR THE DEFECTIVE PRODUCT BEING REPLACED. THIS LIMITATION APPLIES REGARDLESS OF WHETHER HBF-CP'S LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR TORT.

#### DISCLAIMER OF DAMAGES

HBF-CP IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SALE, PURCHASE OR USE OF THE PRODUCT, BREACH OF WARRANTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT ARISING FROM DELAY DURING INSPECTION OR REMEDY OF PRODUCT FOR ALLEGED DEFECT UNDER PRODUCT WARRANTY REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF HBF-CP AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) ASSERTED TO MAKE A CLAIM. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO OWNER.

## **NONTRANSFERABLE WARRANTY**

This warranty is not transferable and confers no rights or remedies on any third parties, whether as third party beneficiaries or otherwise.

# **COMPLETE AGREEMENT**

This warranty completely replaces and supersedes any prior oral or written warranties, agreements or representations of HBF-CP regarding the Product or its application. Only an officer or general manager of HBF-CP may change this warranty. This warranty applies to all applications of the Product that occur after June 30, 2016.

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Sturdi Flex™, Xtra Flex™, Full Set Plus®, SturdiLight™, Acrylbond® AMA, PermaSet®,

PermaFlex®, Double Duty™, HydraFlex™, LiquiDam™, LiquiDam E7™, Triple Flex™,

Z Level®, Level Set®, Smooth Start™, VersaPatch®, PerfectFinish™, Flex-Guard™,

Speed-Flex™, AccuColor 100®, WoodPerfect™, WoodStrong® and WoodLock™ are

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