



Limited Coatings Warranty

STAUF USA, LLC ("STAUF") warrants to the original purchaser that STAUF Coatings are free from manufacturing defects for one year from shipment, subject to the specifications in the most current technical data sheets and to standard tolerances. Our products are intended to be used by skilled professionals and must be used in strict accordance with all published technical documents and following industry standards.

STAUF also warrants the performance of its Accessory Products, to include primers, sealers, and sub floor preparation products, each within the limitations stated in its respective Technical Data Sheet.

This warranty applies to the original purchaser of the coating only and is non-transferable. STAUF is not responsible for damages to the job site before, during or after installation. In the event of dissatisfaction or damages resulting from the installation itself, from installation errors, or from improper maintenance, STAUF neither expresses nor implies any warranty.

Note: Failure to follow all product installation instructions will void the warranty. Review all Technical Data Sheets associated with products to be used before installation. Current Technical Data Sheets are available at www.staufusa.com.

Performance:

STAUF offers a five year commercial and ten year residential warranty that guarantees the integrity of the coating but does not warrant the fitness for any particular purpose since that is the sole responsibility of the designer and/or installer. We furthermore decline any and all responsibility if:

- The coating has been altered, repairs made by others, or has been subject to accidents
- Hydrostatic pressure beyond the capabilities of the chosen system can causes the coating to fail
- The coating has been subjected to UV light, temperatures or chemicals beyond its capabilities
- Deficiencies of the substrate including, but not limited to elevated levels of ionic compounds, soluble salts, alkali, shale-pop or other expansive reactions of aggregates and reinforcement cause a cohesion or adhesion failure.

Inspection:

STAUF reserves the right to inspect any claim. Any and all claims repaired and/or replaced prior to inspection without prior written authorization from an officer of STAUF will void this warranty.

Refund and/or Replacement:

In the event of a product failure attributable solely to a STAUF product, STAUF will refund or replace, at its sole and absolute discretion, the amount of material that has failed. In no event may Customer recover damages exceeding the price paid by the customer for the specific goods as to which the claim is made, whether based on contract, tort, or any other theory.

This warranty is limited to one refund or replacement and in all cases is the sole remedy and obligation offered. No other warranties, whether written, expressed, or implied, shall be considered. Incidental and/or consequential damages are excluded under this warranty. This warranty supersedes any previous warranties.

If the floor fails after one refund or replacement, STAUF will assume such failure is caused by job site conditions and STAUF will no longer be responsible for the product failure or job site condition(s). STAUF is a manufacturer and does not install any coatings, therefore we DO NOT warrant or guarantee the work of any person or company installing its products. Failure due to improper design, misuse, abuse, alteration, improper storage or handling of the goods is the sole responsibility of installer /installation company

Moisture Related Warranties:

Many STAUF products carry a moisture related warranty and have specific limitations. If conditions are found to be in excess of the product's limitations, STAUF will not be responsible for product failure or coating performance in such cases. Please refer to each product's Technical Data Sheet for limitations and parameters. All pre-installation tests from STAUF, and any other applicable installation guidelines must be strictly followed.

Note: Failure to utilize moisture tests and the recording of those proper tests **prior** to installation or use of any STAUF product will void the warranty.

Exclusions:

The warranty does not cover damage to STAUF products or the installed flooring caused by, but not limited to the following, except in those instances where a STAUF product is expressly prescribed for such use (e.g. a STAUF sub floor moisture sealer or a STAUF moisture resistant adhesive):

- Hydrostatic pressure
- Excessive vapor emissions
- Uneven and/or unapproved sub floor materials
- Improper substrate preparation
- Improper installation or complaints related to the design of the material
- Faulty accessories and/or STAUF products used in conjunction with those of other manufacturers

Warranty Disclaimers

THE WARRANTIES IN EFFECT AT THE TIME OF PRODUCT USE ARE THE ONLY WARRANTIES OF STAUF USA, LLC.

STAUF USA, LLC, MAKES NO OTHER WARRANTY OF ANY KIND, NEITHER EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY STAUF USA, LLC, AND EXCLUDED FROM THIS WARRANTY.

THE PURCHASER AND STAUF USA, LLC, EXPRESSLY AGREE THAT THE SOLE REMEDY FOR BREACH OF THE WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT AREA(S), OR REFUND OF THE COST OF THE STAUF PRODUCT. (THIS MAY INCLUDE LABOR, SUPPLIES AND TRIM ASSOCIATED WITH THE JOB, BUT SUCH DECISION IS AT STAUF USA, LLC'S SOLE AND ABSOLUTE DISCRETION).

STAUF USA, LLC, MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR REPRESENTATIVE OR DEALER OF STAUF PRODUCTS HAS AUTHORITY TO MAKE OR IMPLY ANY SUCH WARRANTY, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES FROM THE TERMS OF THIS WARRANTY. STAUF USA, LLC, ASSUMES NO RESPONSIBILITY FOR LOSS OF USE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, COSTS, EXPENSES OR DAMAGES INCURRED BY THE PURCHASER OR ANY OTHER PERSON.

SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE EXCLUSION OR LIMITATION CONTAINED HEREIN MAY NOT APPLY IN THE PURCHASER'S STATE. THE WARRANTIES OF STAUF USA, LLC, GIVE THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.