



VERMEISTER AMERICA INC. WARRANTY POLICY

Vermeister America Inc. guarantees to its original purchaser that, upon delivery by Vermeister America Inc., the adhesives for wooden floors described in the Vermeister catalog (US Catalog), hereinafter referred to as "*products*", will COMPLY with the technical specifications published by Vermeister America Inc. which can be found on www.vermeister.com or requested by calling 1-800-532-1308.

For *products* sold, Vermeister America Inc. assures its original purchasers a minimum warranty period of 10 years for residential installations and 5 years for commercial installations, when these *products* have been stored and used in compliance with the instructions in the TDS (hereinafter referred to as "*instructions*"), and are selected and used/applied according to the requirements of the following warranty restrictions:

Warranty for durable bonding

The *products* must be used with wooden elements of a suitable dimension, designed and recommended in writing by the "manufacturer" for full bonding to subfloors, meeting the requirements of NWFA and RFCI guidelines (hereinafter referred to as "*guidelines*"), in compliance with the *instructions* and limits stated in the relevant TDS of Vermeister America Inc.

Warranty against damage caused by moisture

If the *PRIMER SF* moisture barrier is used correctly according to *instructions* and in combination with the *products*, Vermeister America Inc. guarantees against damage caused by moisture rising from the subfloor up to the limits specified in the *guidelines*, in accordance with the *instructions* of the *products* and the *PRIMER SF*. As part of any moisture damage claim, and as explicitly indicated in the *guidelines*, Vermeister America Inc. requires evidence that a moisture test was conducted (according to ASTM 1869 Calcium Chloride) and/or *Relative Humidity* test (ASTM 2170) before installing the flooring.

These warranties are specific only to the *products* described in the Vermeister America Inc. catalog, they are provided only to the person or entity that purchases them from Vermeister America Inc. and they are not transferable.

The *products* must only be used by a professional installer; if they are used by any unqualified personnel the warranty shall be rendered null and void.

For the warranty to apply, all *products* must be selected, used, applied, installed and maintained in accordance with the *guidelines* and *instructions* of Vermeister America Inc. The *Instructions* can be found on www.vermeister.com or made available upon request by calling 1-800-532-1308.

Before using a *product* for installing a wooden floor, the original purchaser and/or professional installer must always verify that the subfloor is suitable in accordance with the *guidelines*, and measure the moisture content with a *Calcium Chloride* test (ASTM 1869) and/or *Relative Humidity* test (ASTM 2170) to confirm that the values fall within the recommended range indicated in the *guidelines* and *instructions*, otherwise the warranties shall be rendered null and void. Do not install the *product* if the moisture after the test is not within the recommended range. Evidence of the moisture test results should always be safeguarded by the original purchaser or professional installer.



Exclusions

The warranties set out herein do not apply to or cover:

- *products* that have not been used in strict compliance with the requirements of this warranty;
- *products* that have been damaged during transport;
- *products* that have been subject to conditions of use that do not comply with the *guidelines* and *instructions* for use;
- *products* that have been damaged, deliberately or not, due to incorrect storage conditions (humidity and temperatures not compliant with the *instructions*), negligence, accident or other circumstances beyond the reasonable control of Vermeister America Inc.
- *products* used for the installation of floors damaged by accidental water spills, leaks from broken pipes or defective appliances (washing machine, dishwasher, etc.), floods and/or particularly adverse weather conditions, improper maintenance that does not comply with the *instructions* provided by Vermeister America Inc.
- *in the event of willful violation of the binding laws and regulations concerning the safety (BY THE SELLER / INSTALLER) of the products, all liability for damages to third parties is excluded.*

Wooden flooring, as it consists of natural elements, will tend, more or less obviously depending on the wood species used, to have inevitable dimensional variations (contractions and expansions) caused by hygrometric changes in conjunction with seasonal changes in humidity and temperature; any cracks between the floor slats and/or between the various flooring units are a natural condition, they are not necessarily a defect and are therefore not covered by a warranty.

Any damage to a floor, installed with Vermeister America Inc. *products*, due to conditions of high alkalinity, high hydrostatic pressure, moisture or vapor emissions exceeding the limits set by the *guidelines* or *instructions*, wooden elements or substrates that are not adequate and/or not adequately prepared are not covered by warranty.

Any repair, partial and/or complete replacement and/or removal of flooring or substrates installed with Vermeister America Inc. *products* without prior written authorization from Vermeister America Inc. will void the warranty.

Affirmations:

If within the applicable warranty period, the original purchaser discovers any problem with the *products* that may be covered by this warranty, the original purchaser must inform Vermeister America Inc. in writing of the alleged defects (at the address indicated below). If Vermeister America Inc. determines that the product is covered by this warranty, then it will provide, at its sole discretion, the only and one-time option, to repair or replace the non-compliant product and the part of the flooring affected by the damage, or reimburse the purchase price paid for each defective *product* and an amount up to the original cost of labor and material for the section of the floor affected by the damage. No warranty claim will be processed if received more than thirty days after the applicable warranty period.



All warranty requests must be addressed to: Vermeister America Inc.

All complaints must be expressly accompanied by the name, telephone number and address of the original purchaser, the batch number of the *product* used, including proof of purchase and installation, the address where the *product* was used, the results of the calcium chloride test and/or the relative humidity test performed before installation, and they must contain a statement describing the complaint concerning the *product*.

Vermeister America Inc., through its designated representative, shall have the right to examine the *products*, flooring and subfloors object of the complaint at the installation site where the warranty application is requested. Any removal of hardwood floors laid with Vermeister America Inc. *products* prior to such examination will void this warranty.

Vermeister America Inc. may also require specific humidity tests to be carried out or for these tests to be verified by the original purchaser or installer.

Additional restrictions:

EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, VERMEISTER AMERICA INC. DOES NOT ISSUE ANY REPRESENTATIONS REGARDING THE *PRODUCTS*, THEIR USE OR THEIR PERFORMANCE AND DECLINES ANY REPRESENTATION AND WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE *PRODUCTS*, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY FOR PARTICULAR USES.

UNDER NO CIRCUMSTANCES WILL VERMEISTER AMERICA INC. BE HELD LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. UNDER NO CIRCUMSTANCES MAY THE LIABILITY OF VERMEISTER AMERICA INC. EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT IN QUESTION AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIALS FOR THE SECTION OF THE FLOOR AFFECTED BY THE WARRANTY.

THE SOLUTIONS PROVIDED FOR IN THIS LIMITED WARRANTY ARE THE SOLE AND ONLY SOLUTION, AND CONSTITUTE THE SOLE OBLIGATIONS OF VERMEISTER AMERICA INC., FOR ANY VIOLATION OF REPRESENTATION, WARRANTY AND IN LIEU OF ANY OTHER SOLUTION.

Any legal action taken by the Buyer for breach of warranty must be taken within one year from the expiry date of the claim or within the statute of limitations, in accordance with the current laws on limitation or abandonment.

Some Countries do not allow restrictions on the duration of an implied warranty, so the above may not apply. Some Countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

Vermeister also declares that it has taken out a Product Liability insurance policy with ALLIANZ SPA, which holds Vermeister harmless against any sums it is required to pay in the event it is found civilly liable under the law, by way of compensation (capital, interest and expenses) for damages unintentionally caused to third parties by defect in the products after their delivery to third parties, such as death, personal injury and material destruction or deterioration of things. The Insurance also includes damages resulting from interruptions or suspensions, total or partial, of industrial, professional, commercial, agricultural or service businesses, provided that they result from a claim compensable under the terms of the Policy.