

Spray-Lock, Inc.® Limited Warranty Standard Flooring Adhesives

Limited Warranty Coverage



Claims must be submitted within thirty (30) days of the discovery of the potential breach of this Warranty.

Spray-Lock® Standard limited warranty. Replaces all previous versions. Rev B 11/1/16

Spray-Lock® Standard Flooring Adhesive Limited Warranty Coverage

Subject to the conditions and limitations stated below, SPRAY-LOCK, INC.® (“Spray-Lock”) warrants that Spray-Lock® Standard Flooring Adhesive will be free from Manufacturing Defects and will not break down, deteriorate or delaminate due to adhesive bond failure under normal usage for a period of five (5) years when applied as specified in Spray-Lock’s most current printed literature, installation guidelines, instructions and any other technical information (which can be found at www.spray-lock.com) PROVIDED that the substrate upon which the adhesive is applied complies with all of the following conditions at the time of installation and for the entire term of the Warranty:

1. Does not exceed a Relative Humidity (RH%) of 95% when tested in accordance with the most current ASTM F2170; AND
2. Moisture vapor emissions (MVER) do not exceed 8 lbs/1000 square feet per 24 hours when tested with prepackaged Calcium Chloride crystal tests in accordance with the most current ASTM F1869; AND
3. The pH does not exceed 11 when tested in accordance with the most current ASTM F710; AND
4. If the substrate fails to meet the moisture and pH requirements as stated above, at any time during the Warranty period, the Warranty shall be void.

Moisture and pH testing can only indicate the conditions present at the time of the test and cannot predict any future changes. Spray-Lock does not monitor conditions at the location where its products are used and has no control over any future fluctuations of the environment where the adhesive is used; therefore, Spray-Lock cannot be responsible for failures or delamination due to future changes in moisture and pH.

Disclaimer

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES BASED ON SAMPLES OR ORAL STATEMENTS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS IS SPECIFICALLY EXCLUDED AT ALL TIMES. THERE ARE NO WARRANTIES BEYOND THIS EXPRESS WARRANTY. SPRAY-LOCK EXCLUDES ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied Warranty lasts, so the above limitations or exclusions may not apply to you. These limited warranties give you specific legal rights and you may also have other rights, which vary from state to state. Except for these other rights, the remedies provided in the above warranties state the limit of Spray-Lock’s responsibility. No representative, employee, or agent of Spray-Lock is authorized to modify or change the limited warranties as stated herein. Spray-Lock excludes and will not pay consequential or incidental damages under these limited warranties. By this we mean that Spray-Lock will not cover or pay for any loss, expense, or damage other than to the floor covering itself that may result from a defect in the adhesive. Some examples of consequential or incidental damages are: replacement of the substrate, trim moldings, disconnecting/reconnecting appliances or fixtures, or moving of furniture. If the adhesive was installed in a commercial application, this means that Spray-Lock will not cover or pay for any loss, expense, damage, or loss of profit arising from inability to use the premises because of defect in the adhesive.

Exclusions

This Warranty shall not cover installations that do not meet common & customary structural and industry standards of substrate preparation for flooring application. If the areas to which the products are applied now or in the future fail to meet these standards, this Warranty shall be void. Spray-Lock shall not be responsible for delamination which results from the failure of any other component of the installation which results in the delamination of the Product.

Spray-Lock shall NOT be responsible for delamination due to any of the following:

- (a) Structural failure, seismic action, dimensional instability of floor covering material, discoloration, caustic solutions entering the system topically through the joints, voids, water leakage; AND/OR
- (b) Failure caused by the use of incompatible curing compounds, mold release agents, non-Portland cement based leveling or

Spray-Lock® Standard Flooring Adhesive Limited Warranty Coverage (cont.)

patching compounds of any kind (unless specifically approved in writing by Spray-Lock); AND/OR

(c) The area of installation is subject to water damage, flooding or immersion in water due to any cause, such as plumbing failures or roof leaks; AND/OR

(d) Product was allowed to freeze prior to use; AND/OR

(e) Cracking due to structural movement, excessive deflection or other failure in the substrate; AND/OR

(f) Use of Spray-Lock's adhesives that appear to be defective or do not meet normal expectations for use or appearance or is obviously defective in some way if a normal user of the product would have determined that the adhesive was defective (See Workmanship Section below); AND/OR

(g) Improper preparation or installation or maintenance procedures, and any other condition beyond the control of Spray-Lock; AND/OR

(h) Failure caused by the use of oil or wax-based floor sweeping compounds; AND/OR

(i) Failure caused by the use of flooring strippers (especially those containing benzyl alcohol); AND/OR

(j) Failure caused by the use of asbestos abatement chemicals.

Workmanship

While Spray-Lock provides information and training as to the use of the Product to installers, Spray-Lock does not warrant the installer's workmanship. Workmanship errors, like poor floor preparation or poor material installation, should be addressed to the contractor who installed the surface. Installer/Applicator must perform installation with skilled, experienced and trained workmen supervised by properly trained personnel who have demonstrated expertise in installations of similar size and scope. Spray-Lock does not cover losses which result from the use of the Product if the Installer or contractor knew or should have known that the Product suffered from a manufacturer's defect and was not suitable for use. Spray-Lock does not have an employee or contractual relationship with contractors and does not supervise, direct or in any other way control the performance of the contractors or subcontractors used during installation.

Shelf Life

The Product may be stored for a period of up to 3 years from date of manufacture prior to use. During that time, the Product is warranted to be free from defects in material and workmanship when handled, stored, and transported as specified by Spray-Lock.

Notice: Product should be stored at a minimum of 50°F and a maximum of 120°F at all times. Product should not be exposed to freezing temperatures. Adhesive must be maintained at a minimum temperature of 68°F for a period of 24 hours prior to use. Allowing the Product to freeze will void this Warranty. Please see the complete Product information for details on storing and handling the Product prior to use.

Claims & Remedies

Contact Spray-Lock immediately upon the discovery of any situation which may give rise to a claim under this Warranty. Repairs or replacements made without an approved claim, in writing, from Spray-Lock will not be reimbursed and the Warranty shall be void. While it is possible for Spray-Lock to approve a claim for breach of this Warranty without actually physically inspecting the areas affected, Spray-Lock reserves the right to inspect any and all areas which the Customer claims adhesive failure in breach of this Warranty. Failure to provide not less than 14 days access to inspect any area which is the subject of a potential Warranty claim shall void this Warranty. Initiating repairs and/or replacements of affected areas by the Customer prior to Notice and Access of the area to Spray-Lock shall void the Warranty, and the Customer shall not be reimbursed for repairs.

In order to file a claim, written notice shall be submitted to:

Spray-Lock, Inc.

Attn: Customer Service

5959 Shallowford Road, Suite 405

Chattanooga, TN 37421

Claims must be submitted within thirty (30) days of the discovery of the potential breach of this Warranty. The following information, along with all of the following supporting data, must be included in any claim for breach of this Warranty:

- a) environmental conditions at time of testing;
- b) substrate prep data;
- c) pictures of the installation;
- d) specific installation procedures employed;
- e) type of floor covering material, Spray-Lock adhesive used; and
- f) Spray-Lock lot number of adhesive used and any claimed defect.

Spray-Lock[®] Standard Flooring Adhesive Limited Warranty Coverage (cont.)

Remedies

The Sole Remedies available for adhesive failure which may give rise to a potential claim under this Limited Warranty shall be as follows:

The Warrantor may request additional information and has the right to inspect the installation prior to remedy actions. Warrantor may request that the Customer provide a minimum of two written estimates from professional installation contractors regarding the costs of repairs. All repairs or replacements must be approved in writing prior to any repairs taking place. Warrantor reserves the right to qualify acceptable contractors and refuse any estimate. Warrantor reserves the right to recover costs, including but not limited to labor and travel, associated with investigating claims shown not to be valid. All areas which are to be repaired/replaced under the terms of this Warranty must be cleared, at the end-user's expense, of all equipment, furnishings, partitions, and the like, that may interfere with the investigation of the claim or the installation or repair of the area.

Repair and/or Replacement

1. Upon the submission and approval of a claim under this Warranty, Spray-Lock may provide for the reasonable costs or labor and materials to replace or repair the affected areas only.

a) Spray-Lock (the Warrantor) may reimburse the Customer for reasonable costs of labor and materials to either repair or replace the affected area(s) only; OR

b) Spray-Lock may also choose to undertake the repair or replacement of the affected areas using labor and materials obtained through its own source(s) of installers and suppliers.

Maximum Allowable Claim

If Spray-Lock agrees to the aforementioned replacement or repairs, the Maximum Amount for which it may be liable in ANY event shall be calculated as follows:

a) Spray-Lock will pay for the labor & materials used in the replacement or repair of the affected areas up to an amount which, when calculated on a per square foot basis, does not exceed the price which the customer paid for labor and materials to have the original material installed.

b) Spray-Lock will not pay more, calculated on a square-foot basis, for the repair or replacement of the affected area than was paid in the original purchase price for material, glue, and installation. THEREFORE, THE CUSTOMER MUST MAINTAIN ORIGINAL DOCUMENTS WHICH PROVIDE THIS INFORMATION IN ORDER TO MAKE A CLAIM. Failure to provide adequate documentation as to the cost per square foot of materials and glue will have to be calculated using the prevailing minimum wage at the time of the original install. Materials will be calculated using Spray-Lock's pricing at the time of installation. Material price shall be calculated using the lowest published price at the time of the original installation for similar material to be replaced.

c) Spray-Lock will not pay for replacement of materials in areas that are not proven to be defective. Spray-Lock will pay for replacement of materials only in affected areas, which shall be exclusively determined by Spray-Lock.

In the event that the sole and exclusive remedy described above fails of its essential purpose, the liability of Spray-Lock is limited to the dollar value, on a square-foot basis, of the original purchase price of the portion being replaced.