

DemoFlex™ Underlayment & DemoFlex Sound Underlayment Limited Warranty Coverage

Subject to the conditions and limitations stated below, NUE TILE LLC (“NUE TILE”) warrants that DemoFlex 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 time, not to exceed twenty five (25) years from date of sale, or ... thin set warranty language ... whichever is less that is used to bond the ceramic tile or stone to the DemoFlex membrane, PROVIDED that only modified thinsets are used and 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, along with meeting specific industry standards as set forth by the Tile Council of North America (TCNA) and the American National Standards Institute (ANSI) for the installation of ceramic tile and stone.

1. Does not exceed a Relative Humidity (RH%) of 90% when tested in accordance with the most current ASTM F2190; 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; AND
5. If your thinset of choice fails to bond to the ceramic tile/stone, which includes but is not limited to using a beating block and rubber mallet to properly imbed the tile into the thinset, the warranty from NUE TILE shall be void.

Remember moisture and pH testing can only indicate the conditions present at the time of the test, and cannot predict any future changes. NUE TILE 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, NUE TILE cannot be responsible for failures or delamination due to future changes in moisture and pH. Please keep in mind that in accordance with normal industry standards, it is NOT recommended to install ceramic tile on concrete that has Hydrostatic pressure.

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. NUE TILE 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 NUE TILE's responsibility. No representative, employee, or agent of NUE TILE is authorized to modify or change the limited warranties as stated herein. NUE TILE excludes and will not pay consequential or incidental damages under these limited warranties. By this we mean that NUE TILE 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 NUE TILE 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.

Performance

DemoFlex Underlayment will not delaminate due to adhesive bond failure when used in strict compliance with the latest instructions and guidelines produced and provided by NUE TILE regarding the Product's suitability, use of materials in conjunction with the Product, including but not limited to the substrate and/or any other materials which could affect performance of the product, and preparation and installation procedures. Failure to follow those guidelines and specification or failure to comply with any usual and customary building standards, local, state or federal laws and/or any applicable building or construction codes will void this Warranty.

DemoFlex Adhesives are warranted from Relative Humidity (RH%) up to 90 % when tested in accordance with the most current ASTM F2170; and moisture vapor emissions (MVER) up to 8 lb per 1,000 sq ft per 24 hours when tested with a prepackaged calcium chloride crystal kit performed in accordance with the most current ASTM F 1869; and not exceeding a pH of 11 when tested in accordance with the most current ASTM F710. Moisture testing can only indicate conditions at the time of the test and cannot predict any future changes in moisture levels. NUE TILE cannot be responsible if moisture levels change in the future. If moisture levels during the course of the Warranty period exceed those listed above, the Warranty is void.

Exclusions

This Warranty shall not cover installations that do not meet common & customary structural and industry standards of substrate preparation and ceramic tile installation procedures as set forth in The Tile Council of North America's handbook and the American National Standards Specifications for the Installation of Ceramic Tiles (ANSI 108.5 2.3.5). If the areas to which the products are applied now or in the future fail to meet these standards, this Warranty shall be void. NUE TILE shall not be responsible for delamination which results from the failure of any another component of the installation which results in the delamination of the Product.

NUE TILE shall NOT be responsible for delamination due to any of the following:

- (a) Structural failure, seismic action, dimensional instability of floor covering material, tile warpage, 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 patching compounds of any kind (unless specifically approved in writing by NUE TILE); 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 NUE TILE'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 NUE TILE; 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 NUE TILE provides information and training as to the use of the Product to installers, NUE TILE 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. NUE TILE 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 manufacturers defect and was not suitable for use. NUE TILE 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 NUE TILE.

Notice: Adhesive should be stored at a minimum of 50°F and a maximum of 120°F at all times. Adhesive 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 any portion of the Adhesive 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 NUE TILE 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 NUE TILE will not be reimbursed and the Warranty shall be void. While it is possible for NUE TILE to approve a claim for breach of this Warranty without actually physically inspecting the areas affected, NUE TILE 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 NUE TILE 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:

NUE TILE LLC
1763 Baseline Rd
Suite 118
Grand Island, NY 14072

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) NUE TILE lot number of adhesive used and any claimed defect; and
- f) customer will pay for all claim inspections and will be reimbursed in full, ONLY if the adhesive is found to be defective.

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, NUE TILE may provide for the reasonable costs or labor and materials to replace or repair the affected areas only.

a) NUE TILE (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) NUE TILE 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 NUE TILE agrees to the aforementioned replacement or repairs, the Maximum Amount which it may be liable for in ANY event shall be calculated as follows:

a) NUE TILE 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) NUE TILE 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 NUE TILE'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) NUE TILE will not pay for replacement of materials in areas that are not proven to be defective. NUE TILE will pay for replacement of materials only in affected areas, which shall be exclusively determined by NUE TILE.

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