

Limited Lifetime Warranty

STAUF AUSTRALIA Pty Ltd ("STAUF") warrants to the original purchaser that STAUF Adhesive will maintain its bond for the lifetime of the floor. This warranty applies to the installation of those types of flooring listed in the Technical Data Sheet for the respective adhesive when used on approved sub floors and when installation instructions are strictly followed.

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.

STAUF products must be used in strict accordance with both the flooring manufacturers' and STAUF's written pre-installation and installation instructions, including but not limited to sub floor, moisture and alkali limitations. This warranty applies to the original purchaser of the flooring only and is non-transferable. STAUF is not responsible for damages to the flooring 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 <u>www.stauf.com.au</u>.

Inspection:

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

Repair and/or Replacement:

In the event of a product failure attributable solely to a STAUF product, STAUF will repair or replace, at its sole and absolute discretion, that section of the floor that has failed, including labor costs, material, and accessories (e.g. trim).

This warranty is limited to one repair 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 repair 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).

Alkalinity:

Alkalinity can cause damage to certain types of flooring and in some cases may cause adhesion failure in some manufacturer's adhesives. Check Alkalinity limitations found on the technical data sheet before using STAUF's adhesives, sealers, primers, leveling compounds, or other products.

Exotic Species:

Bamboo, Wenge, Cherry, Teak, and other exotic species react differently to moisture and humidity. Consult your local STAUF Distributor representative for details prior to installation of any exotic species, or call STAUF Technical Services.

Note: Bamboo is a grass, not wood. STAUF warrants that our adhesives specified for Bamboo flooring will permanently bond it to the sub floor when properly installed. However, Bamboo Flooring which cups, bows, end-lifts, shrinks, expands, or otherwise reacts adversely to moisture following installation with any STAUF product is not covered under STAUF's Warranty. Such reaction is a clear indication of an unstable flooring product or moisture condition and is not caused by the application of STAUF products.

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 floor performance in such cases. Please refer to each product's Technical Data Sheet for parameters. All pre-installation tests from the flooring manufacturer, the National Wood Flooring Association (NWFA), and STAUF AUSTRALIA Pty Ltd, 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. use of a STAUF Sealer to prevent moisture penetration from the sub floor up to the product's prescribed limits):

- § Hydrostatic pressure
- § Excessive vapor emissions
- § Uneven and/or unapproved sub floor materials
- § Improper substrate preparation
- § Improper installation or complaints related to the flooring material
- § Faulty accessories and/or STAUF products used in conjunction with those of other manufacturers
- § Excessive exterior water (damaged water pipes, sinks, icemakers, faulty plumbing, flooding, etc.)

Warranty Disclaimers

THE WARRANTIES IN EFFECT AT THE TIME OF PRODUCT USE ARE THE ONLY WARRANTIES OF STAUF AUSTRALIA PTY LTD.

STAUF AUSTRALIA PTY LTD 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 AUSTRALIA PTY LTD AND EXCLUDED FROM THIS WARRANTY.

THE PURCHASER AND STAUF AUSTRALIA PTY LTD 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, SUNDRIES AND TRIM ASSOCIATED WITH THE JOB, BUT SUCH DECISION IS AT STAUF AUSTRALIA PTY LTD'S SOLE AND ABSOLUTE DISCRETION).

STAUF AUSTRALIA PTY LTD 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 AUSTRALIA PTY LTD 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 AUSTRALIA PTY LTD GIVE THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

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