

Commercial Floor Preparation for Subsequent Floor Covering Installation

LIMITED WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS – YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Terms and Conditions

Subject to the conditions and limitations stated in this document, Custom® Building Products (CUSTOM) warrants to the original owner and/or occupant that the CustomTech™ floor preparation system will be free from manufacturing defects and will not break down or deteriorate under normal use when installed in accordance with CUSTOM's most recently published instructions, specifications and industry standards and guidelines for said installation. Warranty period, listed below, commences upon registration of the validation form with Custom Building Products. The validation form must be filed within 90 days after substantial completion of the project. This warranty is not transferable beyond the original occupant.

Exclusive Remedy

In installations correctly utilizing CustomTech products listed on this document, and subject to the limitations and exclusions set forth elsewhere in this Limited Warranty, CUSTOM will repair or replace, at its sole discretion, the affected area of the installation including the materials installed immediately above the affected area within 90 days of verifying a product defect. All costs incurred by CUSTOM hereunder shall not exceed the cost of the original installation of the CustomTech floor preparation system on the affected area and materials installed immediately there above. Proof of product purchase is required for any claim.

Limitations

CUSTOM shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and CUSTOM published instructions. CUSTOM will not be liable for any loss or damage arising from the CustomTech surface preparation system or any CustomTech product incorporated therein, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. **Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you.** For all CUSTOM products in commercial installations, this warranty is expressly in lieu of all implied warranties, including the IMPLIED WARRANTY OF MERCHANTABILITY. Some states do not allow the exclusion of implied warranties, so this exclusion may not apply to you. Cracking due to structural movement beyond the engineered design, excessive deflection or other failure of the substrate and/or damage to structural or subfloor elements from water are also not covered. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. CUSTOM will not be responsible for system failure resulting from the use of non- CustomTech products or non-specified products. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect. **Although CUSTOM may have suggested the material or developed the material at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability.** This warranty is not a maintenance contract. Any warranties implied by law shall be limited in duration to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any claim alleging a breach of this warranty or any other warranty must be brought within one year of the breach.

Warranty Requirements

CUSTOM installation requirements can be obtained by calling Technical Services at 800-272-8786 or through www.custombuildingproducts.com. A complete CustomTech floor preparation system of products, including the appropriate primer as needed, must be used to qualify for this limited warranty. All installations over 15,000 square feet must receive pre-approval by contacting a CUSTOM Architectural Consultant. We offer pre-job inspections, call 800-272-8786 or visit www.custombuildingproducts.com. Multiple residence installations are considered as one installation.

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Claims Procedures

If you wish to make a claim under this limited warranty, you must notify CUSTOM immediately in writing at: **Technical Services, Custom Building Products, 10400 Pioneer Blvd., Santa Fe Springs, CA 90670.**

Include any and all information related to an alleged defect of the installation. The claim must be submitted in a timely fashion, and evaluated by CUSTOM before any repair work is done. CUSTOM reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim.

Proof of purchase may be required. For any claim that is not valid, CUSTOM will be paid reasonable charges, including travel and labor, associated with investigation of such claim.

LIMITED SYSTEM WARRANTY

Moisture Control (as needed):

TechMVC™ Moisture Vapor and Alkalinity Barrier

Patching (as needed):

Silk™ Patching & Finishing Compound

GenPatch™ General Purpose Patch

25 YEARS

Primer (required):

TechPrime™ A Acrylic Primer

TechPrime™ E 100 % Solids Epoxy Primer

Leveler (required):

TechLevel™ XP-1 Self-Leveling Underlayment

15 YEARS

Primer (required):

TechPrime™ A Acrylic Primer

TechPrime™ E 100 % Solids Epoxy Primer

Leveler (required):

TechLevel™ 150 Self-Leveling Underlayment

10 YEARS

Primer (required):

TechPrime™ A Acrylic Primer

TechPrime™ E 100 % Solids Epoxy Primer

Leveler (required):

TechLevel™ 100 Self-Leveling Underlayment