

CAPITOL® ADHESIVE LIMITED* 1 YEAR BOND WARRANTY

CAPITOL® Flooring Products., subject to the terms and conditions set forth below, warrants the Product(s) shown above will be free from manufacturing defects, provided that the Product was properly applied within its applicable shelf life and in accordance with (a) CAPITOL' Product Data Sheets and Specifications (b) governmental regulations, codes and standard industry practices, and (c) and flooring product manufacturers' guidelines for the specific floor covering installed. This warranty does not cover accidental damages, unreasonable or improper use, normal wear and tear, loss of use, or consequential damages. Please visit <u>capitolflooringproducts.com</u> for Product specific information. For more information about our warranty or to discuss a claim, please contact our Customer Service Team at 866-435-8665.

Product	Description of Use	Warranty Period
CAPITOL® Specialty Adhesives AC17, CPA039, PY30	Direct-Bond Installation	1 year

EXCLUSIVE REMEDIES*: If a CAPITOL® Product(s) is shown to be used in the installation and the Product is proven defective within the applicable warranty period stated in this warranty, CAPITOL' sole remedy will be to offer CAPITOL® replacement Product(s), pay reasonable and substantiated material and labor costs for only that specific portion of the original installation requiring replacement, including flooring, not to exceed the per square foot cost of the original installation, as determined by CAPITOL®, in its sole discretion. The determination of whether the Product is suitable for its intended use is solely the responsibility of the user of the Product.

EXCLUSIONS AND DISCLAIMER OF WARRANTIES: This warranty excludes, but is not limited to, structural failure, inadequate subflooring, or improper subfloor preparation, improper workmanship, improper storage, defective products other than CAPITOL, products not sold as first quality, substrate irregularities or contamination, excessive moisture or water damage, excess alkali, improper maintenance, damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disasters, or as a result of unforeseen circumstances; acts of negligence, or Product misuse or abuse; failure to comply with CAPITOL' Product Data Sheets and Specifications, applicable building codes and regulations, and standard industry practices, normal wear and tear resulting from usage; and cracking due to structural movement, excessive deflection or other failure of the substrate, including but not limited to substrate failures caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR); damage or other harm that is not the result of the acts or omissions of CAPITOL. This warranty is non-transferrable and is the only remedy offered. CAPITOL assumes no responsibility for loss of use or any incidental or consequential damages. It is expressly understood that your purchase of CAPITOL products acknowledges that CAPITOL is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose. Warranty does not apply to products purchased from unauthorized dealers.

RIGHT TO KNOW: This constitutes your entire express warranty for the Product/s purchased. To the extent permitted by law, THERE ARE NO IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF CAPITOL WILL BE ENFORCEABLE AGAINST CAPITOL UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. This Warranty: (a) shall commence on the date of manufacture of our Products and shall end as specified in this warranty; and (b) is limited to the original purchaser and is non-transferable; and (c) applies only to purchases and installations of the Products within the United States.

WARRANTY CLAIM PROCEDURES: To qualify for the remedies described above, before the expiration of the warranty period shown, CAPITOL must be notified in writing and be provided with proof of purchase for the Product alleged to be defective. To qualify for the warranty, the batch number/code of the adhesive must be supplied to CAPITOL. This limited warranty becomes null and void if the user does not provide CAPITOL written notice within thirty (30) days of the discovery of any alleged deficiency. CAPITOL reserves the right to be provided samples of the flooring, adhesive and surface preparation material and reserves the right to inspect any floor covering installation that is alleged to be defective prior to authorizing any claim. CAPITOL has the right, without any obligation, to physically inspect, perform testing, and obtain samples at the site where the warranty claim occurred, or to engage an independent third party for those services before determining the validity of the claim. In order to perform (or have performed) any discovery services described in the prior sentence, the owner of the site consents to total access for such services and agrees to pay for those services and all related costs of CAPITOL if the claim is invalid under this warranty. All claim documentation must be received and evaluated by CAPITOL before any repair work is performed; otherwise, this warranty will be null and void. Any claim repaired or replaced without written authorization from CAPITOL will void the warranty. CAPITOL is not responsible for determining the compatibility between the Product, flooring and subfloor / subfloor preparation material beyond what is stated in CAPITOL' written literature.

SUBMIT CLAIMS TO:

CAPITOL Flooring Products. Attn: Technical Services Department 300 Cross Plains Boulevard Dalton, GA 30722

> Effective June 1, 2025 Supersedes all previous warranties