

WARRANTY COVERAGE

Novalis® Innovative Flooring installation adhesives are covered by a standard performance warranty, provided that current Novalis® Adhesive Technical Data Sheets, Adhesive Product Labels and Novalis® Flooring Installation Instructions have been followed, and that all substrate preparations, moisture and pH tests, and installation procedures comply with the standards set by Novalis® Innovative Flooring, applicable building codes and regulations, proper and stated ASTM Practices, Specifications and Guidelines, RFCI Installation Practices and other applicable industry standards. Testing for concrete substrate moisture is required to be done in accordance with the latest edition of ASTM F2170, as described in the product specifications.

If these procedures and guidelines have been followed, and substrate moisture and pH test results fall into the specified ranges, a performance warranty shall apply and is as follows:

NOVALIS® INNOVATIVE FLOORING LIMITED WARRANTY

If an installation failure occurs within 1 year from the date of installation as a direct result of the use of defective Novalis® Innovative Flooring adhesive, Novalis® Innovative Flooring will pay for equivalent floor covering and adhesive materials and for reasonable labor costs to repair or replace the failed portion of the installation as determined by Novalis® Innovative Flooring at its sole discretion. Novalis® Innovative Flooring specifically excludes any other warranty, express or implied, including merchantability and fitness for particular purpose extending beyond the term of this written warranty and is not liable for any other damages or losses including consequential or incidental damages. The Warranty covers only the adhesive bond and does not include responsibility for effects to the applied floor coverings due to exposure to conditions for which they were not designed.

For this warranty to be valid, Novalis® Innovative Flooring adhesive products should be used only for their stated purpose, only with products manufactured and branded by Novalis® Innovative Flooring, and within one year of their date of manufacture and be applied in accordance with the Novalis® Innovative Flooring application instructions. Any other products used in conjunction with Novalis® Innovative Flooring products are required to be certified compatible with the Novalis® Innovative Flooring products.

This warranty does not cover improper installation of the floor covering material or defective floor covering material; installation problems associated with: substrate imperfections; staining due to mold, mildew or bacterial growth, or any other discoloration of the flooring; excessive moisture or pH levels (be sure to perform tests first and take corrective measures before installation); improper maintenance; differences in color between flooring products and samples or photographs; indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors; failure of the flooring to adhere to the substrate due to, for example, moisture, alkaline or hydrostatic pressure from the substrate; ordinary wear and tear, acts of negligence or other inappropriate end-user activities. Claimant is required to maintain written documentation of substrate moisture and pH testing for this warranty to apply.

Novalis® Innovative Flooring will not warranty adhesives on substrates where silicates have been applied or entrained or where adhesive cleaners or removers have been applied. Warranties for defective or dimensionally unstable floor covering, substrates and underlayment are covered elsewhere in this Commercial Warranty document.

Other Conditions and Exclusions Not Covered by this

Letter of Warranty are: installations on substrates that were not properly tested and prepared as instructed; installations over substrates where hydrostatic pressure exists, or moisture readings are higher than specified for adhesive product; installations over substrates with a surface pH test above or below that specified for the adhesive product; installation failures due to outside sources of water, such as where outside grade is above substrate, moisture or ground water intrusion caused by faulty (or lack of) a vapor retarder under the concrete per ASTM E1745; sprinklers soaking ground at the building foundation; overflow drains not directed away from the foundation; flooding or other natural disasters or weather conditions; installations taken up or replaced prior to inspection by authorized Novalis International personnel; installation problems associated with or due to moisture from dew point condensation; problems with floor covering installations on chemically cleaned substrates, or from the use of improper cleaning methods; failure

WARRANTY COVERAGE

of leveling or patch compounds of any kind; damage caused by expansion joints or other structural areas.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. To file a claim, contact your Distributor or Floor Covering Retailer or for other information you may contact Novalis® Innovative Flooring toll free at 866-668-2547.

**Supplemental Adhesive Bond Limited Warranty
Heavy Rolling Loads
Novalis NFA-S300, NFA-S359, NFA-T226 and NFA-T259
Adhesives Only**

Novalis® Innovative Flooring offers this Supplemental Provision to our Standard Statement of Warranty for the performance of the Product(s), as referenced above. For each structure to which this Supplemental Warranty applies, this Supplemental Warranty shall be a 10-year warranty that runs from the date of the installation is completed in such structure. This Supplemental Warranty is contingent on the following:

- The use of NFA-T226 adhesive for bonding to concrete substrates up to 85% RH (relative humidity) tested in accordance with ASTM F2170 and 8-10 pH.
- The use of Novalis® NFA-S300 spray adhesive for bonding to concrete substrates up to 93% RH (relative humidity) tested in accordance with ASTM F2170 and 8-10 pH.
- The use of Novalis® NFA-T259 adhesive for bonding to concrete substrates up to 95% RH (relative humidity) tested in accordance with ASTM F2170 and pH up to 11.
- The use of Novalis® NFA-S359 spray adhesive for bonding to concrete substrates up to 95% RH (relative humidity) tested in accordance with ASTM F2170 and pH up to 11.
- Substrates with a pH reading less than 8.0 or above 11.0 will require remediation.
- This limited warranty only covers the adhesive bond when NFA-T226, NFA-S300, NFA-T259 and NFA-S359 are used for the specified flooring installations, including those where properly

selected and utilized rolling hospital bed wheels are used.

- The warranty does not cover indentations or damage to the flooring from rolling beds, moving loads, high heels, spiked shoes, or chairs or other furniture not using floor protectors; improper installation of the floor covering material or defective floor covering material.
- Except as otherwise directed in this letter, all products must be installed in accordance with
 - (i) Novalis® Innovative Flooring most recent Technical Data Sheet and any other instructions, guidelines, and data published by Novalis® International regarding the product,
 - (ii) Novalis® Innovative Flooring instructions, guidelines, and data,
 - (iii) applicable building codes, and (iv) ASTM F710, RFCI, ICRI and other industry guidelines and practices in effect at the time of the installation. Novalis® current adhesive technical information can be found at www.novalisinnovativeflooring.us/techinfo.
- To the extent the instruction(s) set forth in this letter differ from instructions in the Novalis® Innovative Flooring Technical Data Sheet or in any of the other guidelines or instructions listed above, the instruction(s) in this letter must be followed.

This Supplemental Warranty is subject to all terms of the Limited Warranty, including but not limited to all the disclaimers, conditions, and exclusions set forth therein, and except to the extent expressly provided in this Supplemental Warranty, all terms of the Limited Warranty apply.

If an installation failure occurs within 10 years from the date of installation as a direct result of the use of defective adhesive, Novalis® Innovative Flooring will pay for equivalent floor covering and adhesive materials and for reasonable labor costs to repair or replace the failed portion of the installation as determined by Novalis® Innovative Flooring at its sole discretion.