

## **AAT-370 Thin Spread Tile Adhesive Five Year Prorated Performance Warranty**

**AAT-370 Thin Spread Tile Adhesive** is backed by a performance warranty that should this product fail due to a defect in materials or workmanship, Advanced Adhesive Technologies, Inc. under the term of this five (5) year prorated warranty, will bear the responsibility for reasonable material and labor cost necessary to affect repairs, if the installation is performed according to AAT's installation instructions and the floor covering manufacturer's specific recommendations.

A 100 percent replacement on labor and materials will be honored for the first year's performance should an adhesive failure occur.

This warranty will cover reasonable repair labor costs at a rate of fifty (50) percent for the second and third years, twenty-five (25) percent for the fourth and fifth years. For material costs on floor covering repair or replacement, a straight line depreciation schedule will be calculated for the second through fifth years based on mill prices. (Incidental or consequential damages are not covered under this warranty.)



## PERFORMANCE OF WARRANTY

If a claim is suspected, the original purchaser, the Customer, must contact AAT, the Warrantor, at:

Advanced Adhesive Technology, P.O. Box 1887, Dalton, GA 30722-1887,  
Technical Service Department, Telephone 1800 228 4583 or 706 226 0610.

The Customer must provide the following information in writing to the Warrantor:

Name of contractor/address/telephone number  
Jobsite name/address/local contact  
Date of installation  
Dated proof of purchase of Product  
Product's batch number from original purchase  
Copy of flooring manufacturer's warranty  
Detailed description of complaint

Customer must be prepared to provide samples of the flooring and adhesive if requested by the Warrantor. The Warrantor may analyze these samples for the claimed defect. The Warrantor may request additional information and/or inspect the installation. Warrantor will request that the Customer provide a minimum of two written estimates from professional installation contractors regarding the costs of repairs. Warrantor will authorize in writing the Customer to proceed with the repair work by the Warrantor's selected contractor. All repairs 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.

## EXCLUSIONS/LIMITATIONS

This warranty does not apply if (1) the flooring is found to be manufacturing seconds or trials; (2) the subfloor is found unsuitable by normal and prudent installation practices; (3) the Product is not used according to the Instructions; (4) the installation is not performed following the flooring manufacturer's recommendations and written instructions; (5) damage is the result of acts of nature, flooding, vandalism, damage by animals, damage by plant life, or chemical damage; (6) failure is due to excessive moisture emission in the substrate, greater than 5lbs./1000sf/24 hrs., or excessive moisture exposure to the adhesive or flooring. (Moisture emissions should be determined by using a calcium chloride test); (7) problems develop due to defects in the flooring; (8) problems develop due to misuse or abuse of the flooring or adhesive; (9) the Product used is not recommended for the specific use by the Warrantor; (10) damage is the result of settlement, movement, deflection, warpage, distortion, displacement, or any other failure of the structure. All areas in which the floorcovering is 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 have been installed over the floorcovering subsequent to the original installation.

**This warranty replaced and excluded other warranties, express or implied. Warrantor specifically disclaims any other warranties, written or verbal, including warranties of merchantability and fitness for a particular purpose.** It is solely the responsibility of the third parties such as contractors or the consumer to test and determine the suitability of the Product for the intended use and purpose. Warrantor is and shall not be responsible for determining the compatibility between the Product and vinyl subfloors beyond what is stated in the Instructions. The Warrantor does not assume any risk or any liability regarding such suitability.

The replacement/repair remedy stated in this warranty is the exclusive remedy available to the Customer or any other party. **Warrantor will not be liable for any incidental, consequential, or other damages of any kind arising out of or connected to the application, or to any use or misuse of the Product, whether any claim is based upon legal theories of contract, tort, or negligence.**

This limited warranty will become null and void upon notice from Warrantor if (1) the Customer does not provide the Warrantor written notice within ninety(90) days of the discovery of any alleged deficiency ; (2) Warrantor is denied a reasonable opportunity to review and investigate an alleged deficiency; (3) at time of notice Warrantor is due in part or in whole charges for the Product covered under this warranty.

This warranty is made to the Customer only and is nontransferable. No one other than an officer of AAT is authorized to make any revisions or additions as to the liability of the Warrantor under the terms and conditions of this warranty.

To the extent permitted by law, this Warranty is exclusive as between Warrantor and Customer and specifically excludes and supercedes any and all other warranties, either expressed or implied, including **warranties of merchantability and fitness for a particular purpose.** Warrantor's liability, whether in tort or in contract, is limited solely and exclusively to the obligation as specifically undertaken herein, except to the precluded by law, and Warrantor's obligations hereunder shall not include any liability for incidental and/or consequential damages, whether based upon theories of tort or contract.

The terms, conditions and obligations created by this Warranty shall be governed by the laws of the state of Georgia and any claims arising from this Warranty shall be controlled by Georgia law and shall be brought in the Superior Court of Whitfield County, Georgia, said Court being the exclusive and sole jurisdiction and venue to hear any such claim or claims.

March 15, 2002