

Lifetime Limited Warranty

Bostik DIY Pre-Mixed Grout Products

Lifetime Limited Warranty: Subject to the terms of this Lifetime Limited Warranty (“Lifetime Warranty”), Bostik, Inc. (“Bostik”), warrants that Bostik NeverSeal™ and Reflection™ pre-mixed, urethane grouts ("Grout") will resist:

(1) cracking, when used as follows:

NeverSeal™: in floor and wall grout joint widths from 1/16” to 1/2”

Reflection™: in floor grout joint widths from 1/16” to 1/2” and in wall grout joint widths from 1/16” to 1/4”;

(2) color fading under normal usage; and

(3) staining from most common, non-corrosive household materials.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIFETIME WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE GROUT, AND BOSTIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DISCLAIMERS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE WITH RESPECT TO CERTAIN PRODUCTS. TO THE EXTENT ANY IMPLIED WARRANTY APPLIES, ITS DURATION IS LIMITED 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. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND DEPENDING ON THE LAW APPLICABLE TO YOUR PURCHASE.

This Warranty replaces and supersedes all prior warranties that may appear to apply to the product you have purchased.

Conditions: The remedy in this Lifetime Warranty shall apply only under the following conditions:

(1) The Grout is installed and maintained in accordance with (i) Bostik’s instructions, guidelines, and data provided on the packaging and in Bostik’s most recent Technical Data Sheet for the product, (ii) instructions, guidelines, and data for the tile and all other materials used in the installation, (iii) applicable ANSI, TCNA, and NTCA installation standards, and (iv) applicable building codes. Bostik’s most recent Technical Data Sheet can be found at www.bostikdiy.com, or by calling 1-800-726-7845 (choose option 2, then option 2 again).

(2) The Grout is used within the shelf life specified in the most recent Technical Data Sheet for the product and stored in accordance with the instructions in the Technical Data Sheet.

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(3) It is the sole responsibility of the buyer to determine the suitability of the Grout for use with a particular tile product or for a particular type of installation, and any recommendation by Bostik regarding use of the Grout is not intended to be a warranty that the product is suitable for a particular application.

Exclusions: This Lifetime Warranty does not cover:

- (1) Cracking caused by substrate or other structural movement or failure, inadequate subflooring, improper preparation of the substrate or subfloor, or faulty structural design.
- (2) Staining caused by exposure to corrosive materials.
- (3) Problems caused by improper installation or allowance for cure time; misuse; improper alteration, modification, or dilution of Grout; or improper maintenance or use of cleaning products.
- (4) Problems caused by any cause beyond manufacturer's reasonable control, including without limitation any act of God, act of buyer or user, flood, fire, or accident.
- (5) Normal wear and tear.
- (6) With respect to Reflection™, problems with product used in submerged applications, such as pools.
- (7) With respect to NeverSeal™, problems with product used in submerged applications, such as pools, without first contacting Bostik's Technical Service department.
- (8) Problems with product used in hot tubs or steam showers.

Remedy for Breach of Warranty: In the event of a valid claim for staining under this Lifetime Warranty, Bostik will provide instructions for the recommended procedure for removing the stain. If the stain cannot be removed, or in the event of a valid claim under this Warranty for cracking or color fading, Bostik will provide one of the following, at Bostik's option: (1) Bostik Grout Stain, (2) replacement Grout, or (3) a refund of the Grout purchase price. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOSTIK WILL NOT BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, OR OTHER DAMAGES, AND BOSTIK HEREBY DISCLAIMS LIABILITY FOR ANY SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

Making a Claim: Any claim under this Lifetime Warranty must be submitted to Bostik, Inc., 11320 Watertown Plank Road, Wauwatosa, Wisconsin 53226-3434, within 30 days of discovery of the cracking, fading, or staining, with written **proof of purchase** and detailed information about the cracking, fading, or staining. This Lifetime Limited Warranty is to the original purchaser and is not transferable.

If any part, term or provision of this warranty is determined by any court or other tribunal to be illegal, invalid or unenforceable, any illegal, invalid or unenforceable part, term or provision

shall be deemed stricken and all of the other parts, terms and provisions of this warranty shall remain in full force and effect to the fullest extent permitted by law. If this warranty is determined by any court or other tribunal to be unenforceable in its entirety or otherwise not applicable to the person or entity asserting a claim, then the warranty disclaimers set forth in Bostik's Technical Data Sheet for the product and on product labeling shall exclusively apply.