



## **LIMITED PRODUCT WARRANTY**

### **ALL PAREX USA PRODUCTS = 1 YEAR MATERIAL WARRANTY**

Subject to the conditions and limitations stated in this document, Parex USA, Inc. ("Parex USA") warrants to the original owner that all Parex USA products will be free from manufacturing defects and will not break down or deteriorate under normal use as stated in the literature published at the time of installation for a one (1) year period, effective from the date of installation.

#### **EXCLUSIVE REMEDY**

The product(s) must be properly applied, using approved materials in the Parex USA specifications, all applicable building code regulations and applicable industry standards. Product(s) must be used within their shelf life and be installed in accordance with Parex USA written guidelines and specifications at the time of installation. For any valid claim presented under this warranty, Parex USA will replace the product(s) or refund the original Parex USA product(s) purchased price, at the discretion of Parex USA.

#### **EXCLUSIONS**

Parex USA is not responsible for structural failure or workmanship not in accordance with manufacturer's instructions and the applicable industry standards. Parex USA is not responsible for normal wear and tear resulting from usage. Parex USA is not liable for any loss due to delays or any other consequential damages. This warranty is non-transferable.

#### **WARRANTIES DISCLAIMED**

THE WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, TO THE EXTENT OF THE LAW. PAREX USA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH PAREX USA MAY HAVE SUGGESTED THE PRODUCT(S), OR DEVELOPED THE PRODUCTS(S) AT THE REQUEST OF THE OWNER AND/OR APPLICATOR, IT IS THE RESPONSIBILITY OF THE OWNER AND/OR APPLICATOR TO TEST AND DETERMINE THE SUITABILITY OF THE PRODUCTS(S) FOR THE INTENDED USE AND PURPOSE, AND THE OWNER AND/OR APPLICATOR ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY.

#### **LIMITATION OF REMEDIES AND DAMAGES**

THE REPAIR/REPLACEMENT REMEDY STATED IN THIS WARRANTY TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST PAREX USA, INC., AND IS THE ONLY REMEDY AGAINST PAREX USA AVAILABLE TO OWNER OR TO ANY OTHER PARTY. IN NO EVENT WILL PAREX USA, INC. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR CONNECTED TO THE PRODUCT(S), OR TO ANY MISUSE OF THE PRODUCT(S), REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF PAREX USA, INC. AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, OR OTHER) USED TO MAKE A CLAIM, AND IN NO EVENT WILL PAREX USA BE OBLIGATED TO PAY DAMAGES IN ANY AMOUNT EXCEEDING THE ORIGINAL PRICE OR THE PRODUCT(S) SHOWN TO BE DEFECTIVE.

PAREX USA MAY IN ITS SOLE DISCRETION CHOOSE TO MAKE SOME EFFORTS BEYOND IT LEGAL OBLIGATIONS. SUCH ADDITIONAL EFFORTS WILL NOT IN ANY WAY CHANGE THE LIMITATIONS OF REMEDIES AND DAMAGES STATED IN THIS PARAGRAPH OR EXTEND OR CHANGE THIS WARRANTY. PRIOR TO PURSUING ANY LEGAL REMEDY, ANY CLAIMS, DISPUTES, DIFFERENCES OR DISAGREEMENTS BETWEEN PAREX USA AND THE OWNER, ARISING OUT OF OR RELATING TO THIS WARRANTY, WHICH CANNOT BE AMICABLY SETTLED, WILL BE SUBMITTED TO ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT.

**WARRANTY CLAIMS**

Owner shall notify Parex USA in writing, within 30 days of the discovery of the alleged defect in the Parex USA product(s) covered by this warranty. Owner will provide Parex USA with a reasonable opportunity to review and investigate the alleged defect. For any warranty claim that is not valid, owner will pay Parex USA reasonable charges, including travel and labor, associated with investigation of such claim. Mail written claims to the following address:

Parex USA, Inc.  
4125 East La Palma Avenue, Suite 250 Anaheim, CA 92807  
ATTN: Claims Department  
Email: [Claims@parexusa.com](mailto:Claims@parexusa.com)