



## Product Warranty

This defines NeverStrip Floor Coatings' (NeverStrip) limited warranty for NeverStrip supplied coatings ("Product" or "Products or Materials").

NeverStrip warrants for a period of one (1) year from the date of purchase that its Products will be free of manufacturing defects and will be in conformity with published specifications when handled, stored, mixed and applied in accordance with recommendations of NeverStrip. Because traffic levels, maintenance and resulting wear are unpredictable and vary greatly, NeverStrip does not warrant any specific period of service. Periodic re-coat of the products, especially any topcoat, is an expected procedure to maintain the coating system. The existing warranty as to the old Product will terminate upon re-coating, but will be replaced by the warranty applicable to the new Product.

### **This Product warranty is subject to the following conditions and limitations:**

1. A NeverStrip Authorized Dealer applies the Product.
2. If the Product is installed on flooring that is or includes a concrete slab, the slab must have less than 5 pounds of moisture per 1,000 sq. feet per ASTM F1869 standards or a Percentage Internal Relative Humidity (RH) value of less than 80% per ASTM F-2170 standards, or in the case of certain NeverStrip Products, less than 3 pounds of moisture per 1,000 sq. feet per ASTM F1869 or a Percentage Internal Relative Humidity (RH) value of less than 70% per ASTM F-2170 standards. Consult with NeverStrip's Authorized Dealer prior to the project installation to confirm the Product requirements.
3. This warranty does not cover the performance of any surface, including any sub-surface thereof, to which NeverStrip's Product has been applied, including adhesion loss, lifting, curling and compression of surfaces or materials such as, but not limited to, adhesives, flooring, underlayment, or micro topping.
4. Notwithstanding the provisions of paragraph No. 3 hereof, this warranty does not cover below grade installations.
5. NeverStrip's sole obligation with respect to any claim under this Warranty is limited to supplying, at no charge, a sufficient amount of replacement Product. NeverStrip may in its discretion refund the price received by NeverStrip in lieu of replacing the material. NeverStrip shall have no responsibility or liability for any other costs or damages, including any special, incidental, or consequential damages, as set out more fully below. NeverStrip shall have no obligation for reimbursement of labor, supervision, or other costs. NeverStrip is not responsible for work performed by any contractor, including an Authorized Dealer. No one is authorized to make oral warranties on behalf of NeverStrip. In order to obtain replacement or refund, the customer must provide written notice containing full details of the non-conformity. NeverStrip reserves the right to inspect the non-conforming material prior to replacement or refund.



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**6. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY; NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, SHALL APPLY.**

Except as provided above, the liability of NeverStrip on claims of all kinds, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of, connected with, or resulting from the sale and use of the Products is limited to the costs and remedies set forth above. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall NeverStrip or its suppliers, or any of their respective directors, officers, employees, or agents, be liable for special, incidental, exemplary, or consequential damages, including, but not limited to, loss of sales, profits or revenues, loss of use of premises or equipment, the cost of substitute premises, equipment or facilities, downtime costs, or claims of others for such damages. The foregoing limitations of liability and disclaimers shall apply irrespective of whether the possibility of such special, incidental, or consequential damages has been disclosed to NeverStrip in advance or could have reasonably been foreseen by NeverStrip.

1.800.854.5414  
[www.neverstrip.com](http://www.neverstrip.com)

**For Hazardous Materials  
(or Dangerous Goods) Incident:**  
Spill, Leak, Fire, Exposure, or Accident  
**Call CHEMTREC, Day or Night,**  
**USA and Canada: 800.424.9300**