

SIKA PERFORMANCE WARRANTY

Sika warrants that SikaBond T55/T54, Sika AcouBond system (consisting of SikaBond T53/T52 and Sika Silent Layer -03) and SikaPrimer MB will perform as set forth in their current product Technical Data Sheets with respect to engineered and solid wood over sound substrates such as concrete, cementitious leveling underlayments, plywood, chipboard and gypsum based subflooring. For coverage under Sika's Performance Warranty ("Warranty"), the installation guidelines and instructions for use on Sika's current product Technical Data Sheets must be followed without deviation. Failure to do so voids this warranty.

For Warranty to be valid:

- Installation guidelines and requirements set forth on the current Sika Technical Data Sheet must be strictly followed.
- Wood floor manufacturers' guidelines for wood acclimation, sub-floor moisture, in-room humidity and temperature requirements must be strictly followed.
- No standing water or visibly damp concrete during installation of Sika's products.
- Prior to any repairs under this Warranty submission to Sika of original materials invoices, installation invoices and lot numbers from material used on the job.
- Wood floor manufacturers' installation and maintenance procedures must be strictly followed.
- Warranty is to the original purchaser only and is non-transferable.
- Sika products must be used within shelf life.

Warranty Exclusions:

- Damage due to the presence of standing water or visibly damp concrete during the installation process.
- Any repairs made prior to Sika investigating claim will void the warranty.
- Damage due to the failure to follow Sika current installation guidelines, instructions for use and requirements.
- Moisture related damage to wood flooring as a result of not properly protecting flooring from sub-floor moisture and in-room humidity as outlined in Sika's current Technical Data Sheet.
- Damage due to the failure to provide proper environmental conditions, including but not limited to maintaining proper humidity levels as specified by the wood flooring manufacturer.
- Any claims relating to improper application of Sika product(s), contractor error, faulty installation or poor workmanship regardless of the product.
- Gypsum based subflooring materials that degrade due to excessive moisture levels or are of poor strength.
- Damage due to secondary source of water entering into the subfloor, which causes wood flooring to buckle, curl or cup temporarily or permanently.
- Damage due to the failure to strictly follow wood floor manufacturer's installation guidelines and instructions for use.
- Damage caused by acts of God, flood, fire, acts of war, criminal acts, inadequate or faulty structural design, abnormal or abusive wear and tear, structural defects, building alterations, cracks or ruptures which exist or may develop in the structure.

In the event of a claim under this Warranty, you must notify Sika Corporation within 30 days of the discovery of the claim and provide Sika Corporation with the opportunity to inspect. Sika Corporation shall be responsible for the cost of reasonable replacement material and the labor for any repairs made necessary by a failure of its products under this Warranty. Repairs will be made only to those areas where Sika product(s) fail to perform under this Warranty. This Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

LIMITED WARRANTY

User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or reasonable replacement of product and labor or reasonable cost of labor. **THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NO OTHER WARRANTIES EXIST IN CONNECTION WITH THE SALE OR USE OF SIKABOND T55/T54 THE SIKA ACOUBOND SYSTEM AND SIKAPRIMER MB INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE AGENTS AND EMPLOYEES OF SIKA ARE NOT AUTHORIZED TO MAKE MODIFICATIONS EITHER WRITTEN OR ORAL TO THIS WARRANTY OR ANY ADDITIONAL WARRANTIES WHICH MAY BE BINDING UPON SIKA. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTION, DELAY DAMAGES, DAMAGE TO PROPERTY OR CLAIMS OF CUSTOMERS OF THE PURCHASER FOR SUCH DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**



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