



LIMITED WARRANTY

TRAXX Corporation warrants that TraxxShield100™ Rolled Moisture Barrier for Concrete Floors is free from manufacturing defects that would adversely affect its performance for the warranty period specified below.

When properly installed to the written TraxxShield100™ Installation Instructions, and under normal conditions of use as a moisture suppression membrane, TraxxShield100™ will protect finished flooring products from moisture vapor emissions from the concrete subfloor. TraxxShield100™ will suppress moisture vapor up to a maximum of 100.0% Relative Humidity in accordance to the latest version of ASTM F2170.

Owner of Warranty

You are covered by this warranty if you are the original property owner of a building where TraxxShield100™ is installed for use as a moisture suppression membrane, or the first subsequent owner if this warranty was properly transferred. This warranty does not apply to the installation company. The installation must be in the United States or Canada.

The Limited Warranty may be transferred once to a second owner of the building. The second owner must notify TRAXX Corporation in writing at 1201 E. Lexington Ave., Pomona, CA 91766 within 60 days after the property transfer.

Duration of TraxxShield100™ Warranty

The Limited Warranty starts on the date of the completed TraxxShield100™ installation and lasts for 10 years, or until building ownership changes without proper warranty transfer, whichever comes first.

The useful life of your TraxxShield100™ installation is affected by many factors including: the conditions to which it is exposed, the quality of its installation, the type and quality of building construction and concrete subfloor, and other factors which TRAXX Corporation has no control. As an example, TraxxShield100™ is not warranted where evidence of Hydrostatic Pressure is found. This Limited Warranty does not assure that the finished flooring installed over TraxxShield100™ will last the entire length of this 10-year period.

Sole and Exclusive Remedy

If your TraxxShield100™ Rolled Moisture Barrier has a manufacturing defect covered by this limited warranty, TRAXX Corporation will:

During the first year after installation, (1) pay the original cost of defective TraxxShield100™ and the reasonable original cost of affected flooring materials, and the reasonable cost of labor to install those flooring materials, or (2) pay the reasonable cost of repair for the defective TraxxShield100™ and affected floor area within the sole discretion of TRAXX Corporation.

For the next nine years, if TRAXX Corporation elects to reimburse you for the amount set forth in option (1) of the preceding paragraph, the amount to be paid to you will be adjusted to reflect the use you have received from your TraxxShield100™ based on the number of months that have elapsed since time of installation.

Limitations and Exclusions

TRAXX Corporation shall not be liable for any damages to the TraxxShield100™ product, overlying flooring products or any other property from any cause other than a manufacturing defect. In particular, this Limited Warranty does not cover damage to the TraxxShield100™ product, or any parts thereof caused by:

1. Moisture issues related to hydrostatic pressure, standing or glistening water, flooding, or spills of liquids on the TraxxShield100™ or overlying flooring product, or other conditions that cause moisture to be above the TraxxShield100™. This applies to initial cleaning of finished flooring before tile adhesive has fully cured, and applies to flooding of water in future maintenance washing.
2. Floorcovering that has a propensity to cup, curl, expand, or contract.
3. Misuse, or improper storage, or handling of the TraxxShield100™ product at any time, including excessive exposure to impact, heat, or moisture prior to installation, exposure of the TraxxShield100™ product to or application of harsh chemicals, or punctures or tears resulting from shipping, handling, or installation.
4. Fire, or other casualties or acts of God that cause substantial shifting of the subfloor or substrate, or any distortion, cracking, or movement of the subfloor, or other structural defects of the building or other premises.
5. Installation of the subflooring or TraxxShield100™ product not in strict accordance with TRAXX Corporation's written installation instructions; defects or failure of installation materials such as patching material, subflooring, adhesives, or other products that affect the performance of the flooring system; telegraphing of seams, slab imperfections or adhesive trowel marks; or failure to allow the flooring system to cure properly, or to allow completion of flooring work and related construction.
6. Damage to floorcovering caused by high/spiked heels or improper protectors/casters/furniture rests. Warranty responsibility rests with either the floorcovering manufacturer or protector/caster manufacturer.

How To File A Warranty Claim

To file a claim, you must send a written notice of damage together with receipt of purchase to establish that you are the original owner (or proof of transfer as second owner), proof of installation date, and a copy of the original moisture test records to TRAXX Corporation, 1201 E. Lexington Ave., Pomona, CA 91766.

TRAXX Corporation will evaluate your claim, inspect the installation of TraxxShield100™ and the claimed damage, and resolve your claim in accordance with this warranty. TRAXX Corporation reserves the right to conduct new moisture testing at the time of the claim to determine current RH readings, which will be used to determine warranty compliance.

Any claim for TraxxShield100™ which has been replaced prior to TRAXX Corporation's receipt of written notice and on-site inspection will be denied.

Sole and Exclusive Warranty

This warranty is exclusive and replaces all other warranties, conditions, representations, and guarantees, whether express or implied, whether by statute, or law in equity, including the implied warranties of merchantability and fitness for a particular purpose. This written warranty is your exclusive warranty from TRAXX Corporation and represents the sole remedy available to any owner of TraxxShield100™ Rolled Moisture Barrier. TRAXX Corporation makes no other representations, conditions, guarantee, or warranty of any kind other than that stated herein.

TRAXX Corporation will not be liable in any event for consequential, punitive, special, incidental, or other similar damages of any kind, including damage to the interior or exterior of any building, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause.

This Limited Warranty may not be changed or modified except in writing signed by an officer of TRAXX Corporation. No one (other than an officer of TRAXX Corporation) has authority to assume any additional liability or responsibility for TRAXX Corporation in connection with your TraxxShield100™ Rolled Moisture Barrier except as described in this warranty.

This warranty is subject to change. For current information, visit www.traxxcorp.com.

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