

### \*\*\*\*\*\*\*\*\*\*\*\*LIMITED WARRANTY\*\*\*\*\*\*\*\*\*

TRAXX Corporation warrants that VaporShield100 and VaporShield95 Rolled Moisture Barriers for Concrete Floors are free from manufacturing defects that would adversely affect their performance for the warranty period specified below.

When properly installed to the written VaporShield Installation Instructions, and under normal conditions of use as a moisture suppression membrane, VaporShield will protect finished flooring products from moisture vapor emissions from the concrete subfloor. VaporShield100 will suppress moisture vapor up to a maximum of 100.0% Relative Humidity (and VaporShield95 will suppress to 95% RH) in accordance to the latest version of ASTM F2170.

In cases where concrete slabs have existing floor failures – TRAXX strongly recommends identifying the cause of the failure. This may require cores to be taken and analyzed by a qualified lab. Contact TRAXX Technical Service at 909-623-8032 for further direction.

#### **Owner of Warranty**

You are covered by this warranty if you are the original property owner of a building where VaporShield 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 VaporShield Warranty**

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

The useful life of your VaporShield 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, VaporShield is not warranted where evidence of Hydrostatic Pressure is found. This Limited Warranty does not assure that the finished flooring installed over VaporShield will last the entire length of this 10-year period.

# Sole and Exclusive Remedy

If your VaporShield 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 VaporShield 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 for repairing for the defective VaporShield 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 VaporShield 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 VaporShield 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 VaporShield product, or any parts thereof caused by:

- Moisture issues related to hydrostatic pressure, standing or glistening water, flooding, or spills of liquids on the VaporShield or overlying flooring product, or other conditions that cause moisture to be above the VaporShield. 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) Contaminated Concrete Slabs The building owner or representative is responsible to examine the slab for contaminants. Testing for contaminants is not required but is strongly recommended by TRAXX Corp. Concrete slabs to receive VaporShield must be structurally sound, solid, and meet industry standards as defined in ACI Committee 201 Report "Guide to Durable Concrete". Surfaces to be covered with VaporShield must be free of moisture-sensitive patching or leveling materials, adhesives, coatings, curing compounds, efflorescence, dust, grease, oils and any other materials or contaminants that may act as bond breakers.
- 3) Floorcovering that has a propensity to cup, curl, expand, or contract.
- 4) Misuse, or improper storage, or handling of the VaporShield product at any time, including excessive exposure to impact, heat, or moisture prior to installation, exposure of the VaporShield product to or application of harsh chemicals, or punctures or tears resulting from shipping, handling, or installation.
- 5) Fire, Flood 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.
- 6) Installation of the subflooring or VaporShield 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. Failure to follow the TRAXX Corporation written installation instructions will void this warranty. Always visit <a href="www.traxxcorp.com">www.traxxcorp.com</a> for the latest information in writing and video.
- 7) 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 VaporShield 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 VaporShield which has been replaced prior to TRAXX Corporation's receipt of written notice and onsite 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 VaporShield 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 VaporShield Rolled Moisture Barrier except as described in this warranty.