

KOVARA® / VAPORSHIELD™ Moisture Barriers Warranty

Who is covered? You are covered by this warranty if you live in the continental United States, Hawaii, Alaska, or Canada, and are the original property owner (i.e., not a builder or installer) of a building when KOVARA® / VAPORSHIELD™ MBX Moisture Barrier, KOVARA® / VAPORSHIELD™ AB 300 or KOVARA® / VAPORSHIELD™ 95 Moisture Barrier (“KOVARA® / VAPORSHIELD™ Moisture Barrier”) is installed as a moisture suppression membrane, or the first subsequent owner if this warranty was properly transferred.

The Limited Warranty may not be transferred or assigned, directly or indirectly, except for one transfer, and only if the second owner notifies TRAXX Corporation in writing within 60 days after the property transfer. All notifications must be submitted to, info@traxxcorp.com — add in subject line: KOVARA / VAPORSHIELD Warranty.

What is covered? TRAXX warrants that the KOVARA® / VAPORSHIELD™ Moisture Barrier is free from manufacturing defects that would adversely affect its performance for the warranty period specified below. Therefore, under normal conditions of use as a moisture suppression membrane under flooring products, when properly installed, according to TRAXX’s written installation instructions, the KOVARA® / VAPORSHIELD™ Moisture Barrier will protect flooring products from moisture vapor damage from the subfloor and below in areas that measure a maximum of 100% Relative Humidity (RH) for KOVARA® / VAPORSHIELD™ MBX Moisture Barrier and KOVARA® / VAPORSHIELD™ AB 300, or a maximum of 95% for KOVARA® / VAPORSHIELD™ 95 Moisture Barrier in accordance with the latest version of ASTM F2170 active at the time of installation. NOTE: TRAXX reserves the right to conduct moisture testing at the time of the warranty claim to determine current moisture readings, which will be used to determine warranty compliance.

How long is your KOVARA® / VAPORSHIELD™ Moisture Barrier Covered? The Limited Warranty commences at the completion of the proper installation of the KOVARA® / VAPORSHIELD™ Moisture Barrier and lasts for 10 years or until ownership of the building changes without coverage under this Warranty being transferred, whichever comes first.

Note on Useful Life. The useful life of your KOVARA® / VAPORSHIELD™ Moisture Barrier is affected by many factors, including: the conditions to which it is exposed, the quality of its installation, the type and quality of the building construction, including the subfloor, and other factors over which TRAXX has no control. This limited warranty covers your KOVARA® / VAPORSHIELD™ Moisture Barrier in the event it is found to have a manufacturing defect which adversely affects its performance while this warranty is in effect. This limited warranty does not assure that the finished flooring installed over KOVARA® / VAPORSHIELD™ Moisture Barrier will last the entire length of the applicable warranty period.

Sole and Exclusive Remedy. If your KOVARA® / VAPORSHIELD™ Moisture Barrier has a manufacturing defect covered by this limited warranty, TRAXX will:

During the first year, at TRAXX’s sole option either: (1) pay the original cost of defective KOVARA® / VAPORSHIELD™ Moisture Barrier and the reasonable original cost of affected flooring material, seam tape, bonding adhesive, and any other affected installation materials used in an ordinary installation, and the reasonable cost of labor to install replacement KOVARA® / VAPORSHIELD™ Moisture Barrier and flooring materials or (2) pay the reasonable cost of repair for the defective KOVARA® / VAPORSHIELD™ Moisture Barrier and affected floor area. The cost of labor DOES NOT include costs for demolishing and removing flooring or other materials, dump fees, concrete or foundation work, or related work or any other indirect or consequential damage.

For the next nine years, the options above shall apply, provided that if TRAXX 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 on a *pro rata* basis to reflect the use you have received from your KOVARA® / VAPORSHIELD™ Moisture Barrier based on the number of months that have elapsed since time of initial installation to the time of your claim.

Limitations and Exclusions. TRAXX shall not be liable for any damages to the KOVARA® / VAPORSHIELD™ Moisture Barrier 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 KOVARA® / VAPORSHIELD™ Moisture Barrier product, your building, or any parts thereof caused by:

1. 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, floor slab, or other foundation, or other structural defects of the building or other premises.
2. Moisture issues related to hydrostatic pressure, flooring or spills of liquids on the KOVARA® / VAPORSHIELD™ Moisture Barrier or overlying flooring product, or other conditions that cause moisture to be above the KOVARA® Moisture Barrier.
3. Misuse, or improper storage, handling or use of the KOVARA® / VAPORSHIELD™ Moisture Barrier product at any time, including excessive exposure to impact, heat or moisture prior to installation, exposure of the KOVARA® / VAPORSHIELD™ Moisture Barrier product to or application of harsh liquids or chemicals, or punctures or tears resulting from shipping, handling, or installation.
4. Installations in areas where moisture readings above 95% Relative Humidity for KOVARA® / VAPORSHIELD™ MBX Moisture Barrier and KOVARA® / VAPORSHIELD™ AB 300, or up to 95% Relative Humidity for KOVARA® / VAPORSHIELD™ 95 Moisture Barrier as measured in accordance with the latest version of ASTM F2170 active at the time of installation.
5. Installation of the subflooring or KOVARA® / VAPORSHIELD™ Moisture Barrier product not in strict accordance with TRAXX's written installation instructions; defects or failure of installation materials such as patching material, subflooring, or other products that affect the performance of the flooring system; or failure to allow the flooring system to cure properly, or to allow completion of flooring work and related construction.
6. KOVARA® / VAPORSHIELD™ Moisture Barrier is not warranted to protect flooring products from standing water or moisture found on the subfloor surface
7. TRAXX is not responsible for the dimensional stability of the flooring products installed above the KOVARA® / VAPORSHIELD™ Moisture Barrier.

NOTE: Proper installation includes, but is not limited to, performing a moisture test in accordance to the latest version of ASTM F2170 Relative Humidity Test. The moisture test must be representative of the installation conditions and normal building operating conditions, and based on the size of the area where the installation will be done prior to KOVARA® / VAPORSHIELD™ Moisture Barrier installation to determine precise RH of the subfloor. Results of your ASTM F2170 test(s) must be recorded, retained, and submitted to TRAXX in the unlikely event that you make a warranty claim.

How to Make a Claim: To file a claim, you must send a notice by email, together with a digital copy of proof of purchase to establish that you are the original owner (or proof of transfer if the second owner has properly transferred coverage), digital copy of proof of application date, and digital copy of the original moisture test records, to KOVARA® / VAPORSHIELD™ info@traxxcorp.com. NOTE: Notice to your builder, general contractor, or installation is NOT notice to TRAXX. Within a reasonable time after proper notification, TRAXX will evaluate your claim, inspect the installation of the KOVARA® / VAPORSHIELD™ Moisture Barrier and the claimed damage, and resolve your claim in accordance with this warranty. Any claim for the KOVARA® / VAPORSHIELD™ Moisture Barrier which has been replaced prior to TRAXX's receipt of notice and on-site inspection may 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 OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from TRAXX and represents the SOLE REMEDY available to any owners of TRAXX's KOVARA®/ VAPORSHIELD™ Moisture Barrier. TRAXX makes NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY of any kind other than that stated herein. TRAXX WILL NOT BE LIABLE IN ANY EVENT 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. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

Modification of Warranty. This Limited Warranty may not be changed or modified except in writing signed by an officer of TRAXX. No one (other than an officer of TRAXX) has authority to assume any additional liability or responsibility for TRAXX in connection with your KOVARA®/ VAPORSHIELD™ Moisture Barrier except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction. Warranty subject to change. For current information, visit www.traxxcorp.com/kovara

Traxxcorp.com | Customer Service: 1-909-623-8032

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