



LOBA-WAKOL, LLC Limited Warranty – Flooring Adhesives – USA

Loba-Wakol, LLC warrants to its original purchaser that, at the time of delivery by Loba-Wakol, LLC, the flooring adhesive products described in the Loba-Wakol, LLC Catalogue (“**Products**”) will conform to Loba-Wakol, LLC’s published specifications, which may be obtained at www.loba-wakol.com or www.wakol-usa.com or are available upon request at 1-800 230 6456.

For the Products sold by Loba-Wakol LLC, Loba-Wakol, LLC provides the following warranties to its original purchaser for a period of **10 years for residential application** and **5 years for commercial applications** when those Products are selected, used, applied and cared for according to the requirements in this Limited Warranty:

1. **Bond Warranty.** The products will bond the appropriate flooring products within the limitations of Wakol’s most recently published product information, so long as the Products are used (a) with flooring products that are designed for and recommended in writing by the flooring manufacturer for glue down installations to subflooring that meet the requirements of NWFA and RFCI guidelines (“**Guidelines**”) and (b) in accordance with Wakol’s published specifications, technical data sheets, written directions for installation, use and maintenance, and labels on the Product (“**Instructions**”).

2. **Moisture Damage Warranty.** If the WAKOL PU 280 Moisture Barrier is used correctly in combination with the Products, Loba-Wakol, LLC warrants against moisture damage caused by moisture from the subfloor up to the specified limits in the Instructions for the Products. As mentioned below, as part of any claim for moisture damage, Loba-Wakol, LLC requires a successful subfloor moisture test prior to installation.

These warranties are specific to the Products described in the Catalogue and no other products, and the warranties are only provided to the person or entity that purchases it from Loba-Wakol LLC. These warranties are non-transferable.

The Products must be installed by a professional installer only, and any installation by anyone not a professional installer voids the warranties.

In order for the Limited Warranty to apply, All Products must be selected, used, applied, installed, maintained and cared for in accordance with the Guidelines and the Instructions (and you should refer to those Guidelines and Instructions). The Instructions may be obtained at www.loba-wakol.com or www.wakol-usa.com or are available upon request at 1-800 230 6456.

Immediately prior to using a Product for installation, the original purchaser or the professional installer must measure the moisture content through a calcium chloride and/or RH moisture test and confirm it is within the recommended range or the warranties are void. Do not install the product if the moisture test is outside the recommended range. The moisture test results must be retained by the original purchaser or professional installer.



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Exclusions:

The above warranties do not apply or cover damage to the flooring caused by excessive water (from such causes as broken water pipes, sink overflow, leaky plumbing, flooding, weather conditions, or improper maintenance).

The above warranties do not apply or cover any of the following: (a) Products that have not been installed in strict accordance with the requirements of this Limited Warranty; (b) Products that have been subjected to conditions of use or maintenance not in strict conformity with the Guidelines and the Instructions; or (c) Products that have been damaged by negligence, accident or other circumstances beyond the reasonable control of Loba-Wakol, LLC, including for example humidity or temperature.

Wood and cork flooring as natural products, as well as some other flooring materials, will expand and contract through seasonal temperature and humidity changes. Separations between floorboards or flooring units are a natural occurring condition and are not necessarily a defect and are not covered by this Limited Warranty.

The Moisture Damage Warranty does not cover failures from conditions of high alkali, hydrostatic pressure; vapor emissions above the limits specified by the Guidelines or the Instructions; unapproved flooring or subflooring; improper subflooring preparation; or improper installation.

Any repairs or replacement of flooring or subflooring without prior written authorization by Loba-Wakol, LLC will void the warranty. Any removal of the installed Products without prior written authorization by Loba-Wakol, LLC will void the warranty.

Claims:

If within the applicable warranty period, the original purchaser discovers any problem in the warranted Products that may be covered by this Limited Warranty, the original purchaser should notify Loba-Wakol, LLC in writing of the alleged defects (at the address noted below). If Loba-Wakol, LLC determines that the Product is covered by this Limited Warranty, then Loba-Wakol, LLC shall, at its sole option and one time only, either repair or replace the non-conforming Product and the affected section of the floor, or refund the purchase price paid for each defective Product and an amount up to the original cost of labor and material for the affected section of the floor. No warranty claims will be processed if received more than thirty (30) days after the applicable warranty period.

All warranty claims must be directed to:

Loba-Wakol, LLC
521-C Eagleton Downs Dr.
Pineville, N.C. 28134, USA
Telephone: (800) 230-6456
Telefax: (704) 527 5922
email: info@loba-wakol.com



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Included in a claim should be the original purchaser's name, address, telephone number, address of the installed Product, identification of the Product used, evidence of date of purchase or installation, name and address of the installer of the product, results of calcium chloride and/or RH moisture test performed prior to the installation and a statement of the complaint regarding the Product.

Loba-Wakol, LLC or its designated representative, shall have the right to examine the Products and the flooring (including testing of the flooring and subflooring) at the installation site with respect to any warranty claim. Any removal of the installed Products prior to such examination will void this warranty. Loba-Wakol, LLC may require its own moisture test or verification of any such test obtained by the original purchaser.

Additional Limitations:

EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, LOBA-WAKOL, LLC MAKES NO REPRESENTATIONS REGARDING THE PRODUCTS, THEIR USE OR PERFORMANCE AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL LOBA-WAKOL, LLC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT SHALL LOBA-WAKOL, LLC'S LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT AT ISSUE AND AN AMOUNT UP TO THE ORIGINAL COST OF LABOR AND MATERIAL FOR THE AFFECTED SECTION OF THE FLOOR.

THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE IT'S SOLE AND EXCLUSIVE REMEDIES, AND LOBA-WAKOL, LLC'S SOLE OBLIGATION, FOR ANY BREACH OF REPRESENTATION OR WARRANTY, AND IS IN LIEU OF ALL OTHER REMEDIES.

Purchaser must bring any legal action for breach of warranty within the earlier of (a) one year after the claim or cause of action has accrued or (b) the period prescribed by the applicable statutes of limitation or repose.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives the purchaser specific legal rights. The purchaser may also have other legal rights, which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.