

**ALL PRODUCTS** 

This document is intended to provide the product warranty information of the listed products. The products listed within this document are included within a system warranty for the flooring products they are recommended for use with, which includes bond and performance. If these products are utilized with products not specifically recommended for, they will have a one (1) year manufacturing warranty and no stated bond warranty.

Should you need a Project Specific Warranty for the installed products, please reach out to us and we will be happy to provide one for you.

#### **WARRANTY COVERAGE**

Excelsior, subject to the terms and conditions set forth below, warrants that the products, at the time of delivery will conform to published technical documents will be free from manufacturing defects and will perform as intended under normal usage for the applicable stated warranty period of the product being installed (the system), when the products are utilized within their shelf life and according to the technical data sheets and other written materials, government regulations and codes, as well as standard industry practices.

Product Warranty period begins at the DATE OF SUBSTANTIAL COMPLETION, or One (1) Year from date of purchase from Distributing Agent, or Two (2) Years from date of purchase from Manufacturing entity, whichever comes first. On products with a shelf life, warranty becomes void if utilized past the shelf life.

For the purposes of this warranty there are several terms that we would like to be taken within the realm of our understanding, so we are defining those understandings within this document.

MANUFACTURERS WARRANTY is meant to be understood the warranty covers manufacturing defects only for the length of time stated.

**LIMITED COMMERCIAL WARRANTY** is meant to be understood as the warranty covers manufacturing defects, adhesive and flooring materials, stated performance of flooring materials, and wear of the product for the length of time stated.

**SYSTEM WARRANTY** is meant to be understood as the components provided by RHC entities to complete the installation. Excelsior Adhesives, Excelsior Underlayments, and RHC Entity Flooring Products and the warranty length is determined by the Flooring Product warranty.

**LIFETIME WARRANTY** is meant to be understood as the original installation within the original facility to the original owner as long as the installation remains unchanged, within the stated Limited Commercial Warranty for the product installed and properly maintained. This warranty is not transferrable unless specifically requested.

#### INSTALLATION ACCESSORIES

CSU-400 Cork Sound Underlayment	Three (3) Year Limited Commercial Warranty
FSU-410 Floating Sound Underlayment	Lifetime System Commercial Warranty
ESD Copper Grounding Strips	Lifetime System Commercial Warranty

#### **INSTALLATION ADHESIVES**

WB-600 Wall Base Adhesive	
AW-510 Acrylic Wet-Set Adhesive	One (1) Year Manufacturer's Warranty Lifetime System Commercial Warranty
PS-525 Modified Pressure Sensitive Adhesive	
U-705 Urethane Adhesive	
EW-710 Urethane Enhanced Two-Part Epoxy Adhesive	



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## SPECIALITY INSTALLATION ADHESIVES

One (1) Year Manufacturer's Warranty Lifetime System Commercial Warranty	

### **CARE & MAINTENANCE PRODUCTS**

NC-900 Neutral Cleaner	
CM-910 Neutral Cleaner / Maintainer	
FR-920 Vinyl Flooring Finish Remover	
PR-930 High Performance Finish Remover	One (1) Year Manufacturer's Warranty
MF-940 Matte Acrylic Floor Finish	
GF-950 Gloss Acrylic Floor Finish	
PF-960 High Performance Gloss Floor Finish	

## **EXCLUSIONS FROM WARRANTY COVERAGE**

The above warranty periods do not apply or cover any of the following scenarios:

- 1. Any expressed or implied promise made by any architect, designer, representative, sales agent, distributor, or installer without expressed, written consent from Manufacturer's technical staff.
- 2. Discoloration or damage caused by improper or incompatible cleaning products, disinfectants, floor finishes or finish removal products, as well as improper maintenance procedures, tools, or machinery.
- 3. Discoloration or damage caused by subfloor or adhesive pH levels. Discoloration, fading, or damage from heavy sunlight and/or UV light exposure from direct and/or indirect glass-filtered sunlight.
- 4. Products that have been damaged by incompatible materials, such as improper cleaning agents, acids, alkalis, and solvents.
- 5. Products that have been damaged by animal or vegetable fats, oils or grease and petroleum-based hydrocarbons and not designed for that application.
- 6. Products that have not been installed in strict accordance with Installation Instructions and Technical Data related to that product.
- 7. Products that have been installed with a non-approved adhesive that is not a compatible adhesive or an adhesive creating concern without approval in written form.
- 8. Products that have been damaged by excessive topical water, from such causes as improper or excessive maintenance, broken or leaking plumbing, sink overflow, flooding, etc.
- 9. Products that have been damaged by Acts of God, including, but not limited to hurricane, flooding, earthquake, or other types of natural disasters.
- 10. Products that have been damaged by hydrostatic pressure, osmosis, excessive subfloor moisture or subfloor moisture-related issues.
- 11. Products that have been damaged by negligence or accident, such as tears, burns, or cuts.
- 12. Products that have been damaged, with intent by sharp, pointed objects, such as stiletto high heels, damaged high heels, spikes, or skates of any kind.



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- 13. Products installed outdoors as products are designed to perform within indoor applications only.
- 14. Products that have been damaged by circumstances beyond the reasonable control of Manufacturer, such as ambient or substrate conditions.
- 15. Products that have been damaged or deformed by substrate imperfections, damage or improper substrate selection as stated by manufacturer (per Installation Instructions and Technical Data technical document).
- Products not stored in a consistent manner with the manufacturer's technical specifications.
- 17. Any products that have been sold or resold as "seconds," "mill-run," "non-conforming," "as is" or otherwise denoted as non-standard quality.
- 18. Unreasonable costs associated with product replacement, such as labor costs outside of pro-rated schedule, overtime and loss of use or business.

It is expressly understood that your purchase of our products acknowledges that EXCELSIOR is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose.

#### YOUR LEGAL RIGHTS

Except for the expressed warranties above, manufacturer makes no representations regarding the products, their use or performance and refuses all representations and warranties, whether expressed and/or implied, written and/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 manufacturer be liable for any consequential, incidental, indirect, punitive, or special damages, including lost profits. In no event shall manufacturer 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 installation area. The purchaser acknowledges that the remedies provided in this limited warranty are its sole and exclusive remedies, and manufacturer's sole obligation, for any breach of representation or warranty, is in lieu of all other remedies.

Purchaser must bring any legal action for breach of warranty within one year after the claim or cause of action has accrued or period prescribed by the applicable statutes of limitation or repose, whichever comes first. Some states do not allow limitations on the length of implied warranties. Though this warranty gives the purchaser specific legal rights, the purchaser may also have additional legal rights afforded them by the appropriate state. Exclusions or limitations of incidental or consequential damages may vary by state. For further information, consult the appropriate state consumer affairs office or the state attorney general's office.

#### **NOTIFICATION OF WARRANTY CLAIM**

To be considered eligible for replacement under this documented warranty, notice must be made within *fifteen (15) working days* from date it was, or reasonably should have been discovered, by submission of a claim to the appropriate representative. No warranty claims will be processed if received more than *thirty (30) days* after the applicable warranty period has ended.

All warranty opportunities (claims) must be directed to: RHC Technical 680 Waverly Road, Tuscumbia, Alabama 35674 P: (844) 393-4044 E: opportunities@rhctechnical.com

All claims should include a completed Opportunities (Claim) Form, along with any associated photos and independent testing reports conducted prior to installation or independent inspection reports conducted after irregularities are observed or suspected.

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

### YOUR EXCLUSIVE REMEDY

If a EXCELSIOR product(s) is actually used in the installation and the product is proven defective within the applicable warranty period stated in this warranty, you will receive, as your sole remedy, EXCELSIOR replacement product and reimbursement of your reasonable and substantiated material and labor costs for only that specific portion of the original installation requiring replacement, including flooring, not to exceed the per square foot or per square meter cost of original installation. We reserve the right to prorate replacement materials and/or approved labor based on the length of the product warranty. Proration of the warranty costs will align with the table below.



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First 20% of the Warranty Period	100% of the Replacement Costs
21% - 50% of the Warranty Period	Material Costs and 50% of the Replacement Labor
Last 50% of the Warranty Period	Material Costs Only

### **SUPPORT & ADDITIONAL DOCUMENTATION**

Product Support Phone & Email	(844) 393 – 4044 / solutions@rhctechnical.com
Technical Documentation	www.excelsiorproducts.net

The contents contained within this Warranty may be utilized or copied into another projected related document, but this original document will remain in effect at the time of product installation, this warranty shall not be supplemented or replaced by the resulting project documentation. Any alterations to the wording or requirements contained in or derived from this document shall void all related warranties.

See installation information and documents for full installation details regarding substrates, job site conditions, & acclimation procedures. The intent of this document is to provide technical and performance properties of the mentioned adhesive as well as define the intended method of installation for the products in which the adhesive is approved for use. Any installation guidelines are to be considered as a starting point at a minimum for a successful installation. We rely on the expertise and professionals that are installing the products to adjust based on site conditions. Anything that appears to be a link, is and leads to additional information if necessary or provides a means of contact in the event there are any additional questions. Prior to acceptance of this document refer to the product website to confirm that you have the most current revision.

These products are intended for installation by professionals, prior to use the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability.