



DMX 1-Step LVT Warranty

What the warranty covers:

DMX Plastics Limited (“**Manufacturer**”) warrants to the purchaser of the product (“**Purchaser**”) that, under normal use and service, and when installed in accordance with the installation checklist shown on the Manufacturer’s website (“**Installation Checklist**”), the DMX 1-STEP LVT membrane (“**Product**”) will provide vapour moisture protection to Floor Coverings (as defined below) installed on top of the Product.

Should any manufacturer of floor coverings (LVT vinyl flooring, WPC and SPC vinyl planks (>5mm)) (“**Floor Covering**”) fail to honour its warranty solely due to the installation of the Product, the Manufacturer will honour the other manufacturer’s warranty, to the extent set out herein, in the event that damage to the other manufacturer’s Floor Covering was caused solely by the failure of the Product and (i) that the installation does not exceed the performance limits for the Product; and (ii) that the installation is done in accordance with the Installation Checklist. The Manufacturer’s liability under the such other manufacturer’s warranty is limited to the cost of replacing the Floor Covering with the same or similar such floor covering. The Manufacturer shall not be responsible for the cost of installing such floor covering.

How long the warranty is effective:

This warranty shall be in effect for a period of 50 years from the original date of purchase (original purchase receipt is required as proof of purchase). If the product is replaced or repaired by the Manufacturer, only the outstanding amount of warranty on the original Product will remain in effect for the replacement Product.

Who the warranty protects:

This warranty is valid for the Purchaser and may NOT be transferred to subsequent owners.

What the warranty does not cover:

Since the Product is NOT considered a waterproof membrane this warranty is not applicable if excessive vapor moisture occurs as a result of any of the following factors or situations:

- Improper installation of the Product that is not in accordance with the Installation Checklist.
- Failure or defects in the Product as a result of abuse, misuse, neglect, negligence, accident, improper testing, improper alteration, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by the Manufacturer.
- Failures or defects in the foundation drainage system (for whatever reason) that allows an accumulation of water to enter and build up in the basement.
- Use of interior or exterior drainage systems that do not meet or exceed local constructions codes and cause flooding to occur.
- Plumbing leaks (from any source) or other spills from any source that cause water damage to the interior of the basement area.
- Elevated and excessive moisture (humidity) conditions for any reason, including insufficient or malfunctioning ventilation equipment required by either Building Code or environmental conditions to control interior moisture vapour to recommended levels appropriate to the season and interior conditions of the living space.
- Condensation occurring on interior foundation walls, vapour barriers or interior finishes.
- Any construction technique performed by a builder, home owner, subcontractor or any person after the initial installation that allows moisture to enter between the product and the floor.
- Damage to the membrane or building structure as a result of natural disasters including, but not limited to, lightning, flood, hurricane, tornado, earthquake, fire, or circumstances deemed to be an Act of God.
- Any structural defects in the foundation, walls or footings of the building structure that allow moisture to enter above the product after the initial installation.

The warranty shall not apply to any vapor moisture condition which is covered by new home warranty programs or for which the Purchaser otherwise receives compensation. Due to the variability of floor assemblies and the components available for their construction, sound abatement or insulation properties using the Product are not guaranteed, but will be addressed as a technical service on a case for case basis.

How to make a claim:

All claims must be made in writing within 15 days of discovering the water leakage to: DMX Plastics Limited, 300 Walker Drive, Brampton, ON. Canada L6T 4B3 Attention: Customer Service. All claims must contain the following information: Name of the Purchaser, address of building structure, date of discovery of water leakage, date of installation, proof of purchase (which must be provided at the time of the

claim). The Manufacturer may require additional information in order to process a warranty claim. The Manufacturer shall be entitled to conduct an investigation of the source of the water leakage within 30 days from receipt of the problem in writing. If the Manufacturer determines that this warranty does not apply, then the Manufacturer reserves the right to charge for expenses incurred in conducting the investigation. If the Manufacturer determines that the warranty is applicable, the Manufacturer, at its sole discretion, will replace or reimburse the cost of the portion of the Product that is found to be defective and any affected Floor Covering. The Manufacturer is not responsible for the cost of removal or installation of the Floor Covering.

Limitations and Exclusions:

EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, STATUTE (INCLUDING PURSUANT TO THE SALES OF GOODS ACT (ONTARIO) OR THE UNIFORM COMMERCIAL CODE OF ANY STATE). SOME STATUTES DO NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

THE LIABILITY OF THE MANUFACTURER ARISING OUT OF THE SALE OR SUPPLY OF THE PRODUCT OR ITS INSTALLATION OR USE, WHETHER OR NOT ARISING AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE MANUFACTURER SHALL NOT EXCEED THE THEN CURRENT PURCHASE PRICE FOR THAT PORTION OF THE PRODUCT WHICH IS BEING REPLACED, REPAIRED OR REIMBURSED. THE MANUFACTURER DOES NOT GUARANTEE OR WARRANT IN ANY WAY THAT MOLD, MILDEW, FUNGI, IRRITANTS OR AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED. THIS WARRANTY EXCLUDES THE MANUFACTURER FROM ANY LIABILITY OR CLAIMED DAMAGES DUE TO MOLD, MILDEW, FUNGI OR IRRITANTS FROM MOISTURE OR OTHER FOREIGN SUBSTANCES OR CONSTRUCTION MATERIALS.

THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON IN CONNECTION WITH THE PURCHASE, INSTALLATION OR USE OF THE PRODUCT, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO OTHER PROPERTY OR LOSS OF USE OF THE PRODUCT.

Miscellaneous:

This warranty shall be governed, construed, and enforced in accordance with the laws of the Province of Ontario, including in accordance with the *Limitations Act, 2002*, or its successor legislation. The Purchaser hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

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