1. What this warranty covers:

DMX Membranes Limited ("**Manufacturer**") warrants to the original purchaser of the product ("**Purchaser**") that, under normal use and service, and when installed in accordance with: (i) the installation checklist shown on the Manufacturer's website ("**Installation Checklist**"); and (ii) the Floor Covering (as defined below) was both installed and used by the Purchaser in accordance with the instructions provided by the Floor Covering Manufacturer (as defined below), the DMX 1-STEP 2.0 membrane ("**Product**") will provide vapor moisture protection to Floor Coverings (as defined below) installed on top of the Product. If this warranty is applicable (in accordance with the terms and conditions listed herein), the Manufacturer, at its sole discretion, will: (1) replace or reimburse the cost of the portion of the Product that is found to be defective; and (2) in accordance with Section 2 below, reimburse the Purchaser the replacement cost of the portion of Floor Covering damaged exclusively by the defective Product (the "**Affected Floor Covering**"). This represents the sole and exclusive remedy of a Purchaser that may be claimed against the Manufacturer in connection with this warranty, the Product and/or Floor Coverings.

2. Floor Coverings:

Should any manufacturer of floor coverings (vinyl plank flooring ≥5mm, laminate or engineered hardwood) ("**Floor Covering**" and such manufacturer the "**Floor Covering Manufacturer**") fail to honour its warranty on the Affected Floor Covering due to defective Product (but subject to Section 5 below), the Manufacturer will honour the Floor Covering Manufacturer's warranty, to the extent set out herein, in the event that damage to the Affected Floor Covering was caused solely by the failure of the Product and provided that: (i) the installation of the Product does not exceed the performance limits for the Product; (ii) the installation of the Product was done in accordance with the Installation Checklist; (iii) the installation of the Floor Covering was done in accordance with the Floor Covering Manufacturer's instructions (but subject to the following sentence); and (iv) the use of the Floor Covering was in accordance with permitted uses under the Floor Covering Manufacturer's instructions and not otherwise limited by the Floor Covering Manufacturer's warranty for the Floor Covering. Notwithstanding the foregoing, in no circumstances does the Manufacturer warrant the quality of any Floor Covering and is therefore not responsible for squeaks and/or noises made when walking on any Floor Covering, nor the quality of the joint design of any Floor Covering. This also applies to any replacement Floor Covering installed by the Manufacturer. The Manufacturer's liability under the Floor Covering Manufacturer's warranty is limited to the cost of replacing the Affected Floor Covering with the exact Floor Covering. If such exact Floor Covering is not commercially available at the time of the warranty claim, the Manufacturer will not be obligated to replace with similar or other Floor Covering. The Manufacturer is not responsible for the cost of removal or installation of any Affected Floor Covering.

3. How long this warranty is effective:

This warranty shall be in effect for a period of 25 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.

4. Who this warranty protects:

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

5. What this warranty does not cover:

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 DMX 1-Step 2.0 Installation Checklist and/or the Floor Covering manufacturer's installation instructions.
- Glue down floors of any kind.
- The use of spray foam to seal the perimeter of the room.
- Storage in direct sunlight.
- Installation and/or use outdoors or anywhere other than an insulated indoor structure such as a house or apartment.

- The use of electric or radiant heating pads.
- Rolls sold by unauthorized distributors.
- Failure or defects in the Product as a result of abuse, misuse, neglect, negligence, accident, improper testing, improper alteration, improper storage, improper handling, impact with objects, damage caused by shipping, 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 area where DMX 1-Step 2.0 is installed.
- 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 vapor to recommended levels appropriate to the season and interior conditions of the living space.
- Any construction technique performed by a builder, homeowner, 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.
- Damage to the Affected Floor Covering or any other Floor Covering during and as part of the Manufacturer's (or its agents') investigation of any warranty claim hereunder, save and except gross negligence of the Manufacturer or its agents.
- DMX 1-Step 2.0 Rolls that have been installed 60 days or more after the original purchase date.

This 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.

6. How to make a claim:

All claims must be made in writing within 15 days of discovering the problem to: DMX Membranes Limited, 165 Orenda Road, Brampton, Ontario, L6W 1W3, Attention: Customer Service (Email: customerservice@dmxmembranes.com). 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 (via a "**warranty claim questionnaire**"), which must be requested by emailing **customerservice@dmxmembranes.com**. The Manufacturer shall be entitled to commence an investigation within 30 days from receipt of the problem in writing. Failure by the Purchaser to comply with the Manufacturer's investigation will result in a denial of any related warranty claims and the warranty hereunder shall no longer apply to such Product and/or Affected Floor Covering. For greater certainty, failure by the Purchaser to complete its investigation of the warranty claim shall include, but is not limited to, (i) failure to allow the Manufacturer's technician(s) to remove the Affected Floor Covering or other Floor Covering and/or underlayment as part of such investigation; (ii) failure to allow the Manufacturer's technician(s) to measure the subfloor in the area of and surrounding the installed Product; and/or (iii) failure to permit the Manufacturer's technician(s) to digitally video record their investigation, including a video recording of the room in which the affected Product is installed, the floor assembly in such area(s) and any other locations/aspects related to the warranty investigation.

If the Manufacturer determines, in its sole and unfettered view, that this warranty does not apply (for any of the reasons set out herein) and/or if the Purchaser includes false or misleading information in the warranty claim questionnaire (collectively, a **"non-legitimate warranty claim"**), the Manufacturer reserves the right to charge the Purchaser $1,000 USD to account for expenses incurred in conducting the investigation, including, but not limited to, travel costs incurred by the Manufacturer

and/or its agents. The Purchaser, prior to the commencement of the warranty investigation for any Product installed at a location further than 100 kilometers from the Manufacturer's head office in Brampton, Ontario (set out above), shall be required to provide the Manufacturer with a credit card which will be used for the aforementioned $1,000 USD charge in the event of a non-legitimate warranty claim. The Purchaser shall permit the Manufacturer to place a temporary nominal charge and/or temporary hold on such credit card to verify the card's details.

7. 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). applicable law in certain jurisdictions do not permit disclaimers of implied warranties, and in such cases (and only such cases) such disclaimers of implied warranties shall not apply to purchasers in such jurisdictions.

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 (and affected floor covering, if applicable) which is being replaced or reimbursed by the Manufacturer. 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.

8. 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. The terms of this warranty may be revised and/or replaced at any time, however any such changes shall only apply to Products sold after the date of such changes.