



## **JetBacker Backerboard/Underlayment**

### **20-YEAR PRODUCT WARRANTY**

#### **Limited – Prorated – Transferable**

#### **1. What and Who is Covered and for How Long**

JetProducts warrants to the first owner of the structure to which the JetBacker Backerboard/Underlayment product (hereinafter Product) is applied and the first transferee of such structure that, for a period of 20 years from the date of purchase, the Product will be free from manufacturing defects, including cracking, rotting, swelling, delamination and damage from termites, when properly installed and maintained according to JetProducts' published installation instructions. Should any such defect occur, JetProducts will pay to repair or will provide replacement material, at its option, for the defective Product. JetProducts also reserves the right to refund the amount paid for the Product, subject to the prorationing schedule set forth herein.

Under no circumstances and in no event shall JetProducts be liable for any labor charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement Product.

In the event of repair or replacement under the terms of this warranty, the original warranty shall apply to the replaced or repaired product and will extend for the balance of the warranty period in effect at the time the Product proved defective. The coverage offered by this warranty is intended to cover individual homeowners only.

If during the Warranty period, any Product proves to be defective, JetProducts, in its sole discretion, will replace the defective Product before it is installed, or, during the first year, reimburse the covered person for resulting losses up to twice the retail cost of the defective portion of the Product. During the 2nd through the 20th year, the Warranty payment will be reduced by 10% each year such that after the 20th year no warranty will be applicable.

<b>Number of Years of Use Obtained After Installation</b>	<b>JetProducts' Prorated Share of Warranty Obligation</b>
Year 1	Capped at twice the retail cost of the defective portion of the Product
Year 2 - 20	5% reduction per year

If the original retail cost cannot be established by the covered person, the cost will be determined by JetProducts in its sole and reasonable discretion. JetProducts' replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered persons with respect to any defect. JetProducts will not refund or pay any costs in connection with labor or accessory materials. Any refund or material replacement by JetProducts shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such agreement.

#### **2. Conditions of Warranty**

- The Product must be stored according to the manufacturer's instructions at all times between purchase and installation.
  
- The Product must be installed according to JetProducts' printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the Product per the manufacturer's published instructions may affect Product performance and voids the Warranty.

### 3. What the Customer Must Do

- The claimant must provide proof that he/she is a covered person and notify JetProducts in writing within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair.
- The claimant must provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: JetProducts, Attn: Warranty Claims, 2207 Concord Pike #640, Wilmington, DE 19803.
- Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide protection of all property that could be affected until the defect or failure is remedied.
- The property owner will be required to submit a sample and photographs of the defective material to JetProducts for analysis. JetProducts will then investigate the claim and examine the material claimed to be defective.
- If requested, the property owner must provide access for examination by an agent of JetProducts. If a defect covered by this warranty is confirmed, JetProducts, within a reasonable amount of time after the inspection, will repair or replace the Product, or refund the original purchase price of the defective Product, pursuant to the terms of this warranty.

### 4. Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling, shipping, storage or installation of the Product.
- Improper application or application not in strict adherence to JetProducts' and the Tile Council of America's written application instructions.
- Improper installation of the sub-floor, joints, studs, supporting members or accessories.
- Settlement or structural movement and /or movement of materials to which the Product is attached.
- Damage from incorrect design of the structure.
- Exceeding the maximum floor deflection.
- Use of accessories that do not properly receive and/or secure the Product.
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado, severe weather (including, but not limited to, unusual climate conditions) or other casualty or act of God.
- Performance of other surfaces installed over Product, such as ceramic tile, natural stone, paint, wallpaper or textured coatings.
- Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew are expressly excluded.
- Product installed on the exterior of the home.

JetProducts will have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

JetProducts reserves the right to discontinue or modify any of its Products without notice to the property owner/ consumer and shall not be liable as a result of such discontinuance or modification. If JetProducts replaces any material under this warranty, it may substitute Product designated by JetProducts to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

## 5. Other Conditions

IN NO EVENT WILL JETPRODUCTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF JETPRODUCTS. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL JETPRODUCTS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF JETPRODUCTS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

