

## MAXXON CORPORATION 5-YEAR PRODUCT WARRANTY

### WHAT PRODUCTS ARE COVERED?

Subject to the terms of this Limited Warranty, Maxxon® Corporation (“Maxxon”) warrants that materials sold by Maxxon (“Maxxon Materials”) will be free from defects in the manufacture of the materials. This Limited Warranty covers materials found in all Maxxon® Gyp-Crete® and Maxxon® Acousti-Mat® product lines.

### HOW LONG DOES COVERAGE LAST?

This Limited Warranty extends for a period of five years from the date that the Maxxon Materials are installed. This Limited Warranty only applies to the original owner of the premises where the Maxxon Materials are installed.

### WHAT IS NOT COVERED?

This Limited Warranty does not apply in the case of any of the following:

- Installation not in accordance with Maxxon’s instructions and applicable industry standards, guidelines and building codes
- Inferior installation workmanship
- Modified Maxxon Materials
- Mishandling, misuse or improper storage of Maxxon Materials
- Issues arising due to weather and environmental conditions
- Improper substrate preparation
- Defects due to structural movement, structural design flaws, (i.e. excessive deflection), failure in the substrate, or improper maintenance of the building
- Maxxon Materials included in floor underlayment system installations not exclusively using Maxxon Materials when Maxxon offers a similarly purposed product fully tested and supported for the application
- If Maxxon does not offer a similarly proposed product that is to be utilized in the system, Maxxon reserves the right to require proof that the product has been fully vetted and supported for that exact application
- Improper maintenance and abuse of installed Maxxon Materials
- Defects, damage or other harm that is not the result of material defects in the manufacture of the Maxxon Materials
- Damage caused by radiant heating systems
- Field acoustical performance of a floor/ceiling assembly. PLEASE BE AWARE that Maxxon Materials (i.e. all Maxxon Underlayments and Acousti-Mats) are fire- and sound-rated in conjunction with each other. Maxxon products are not fire-rated, not sound-tested, nor approved when used in conjunction with other manufacturers gypsum concrete or encapsulated sound mat materials or any other product that is considered part of the underlayment system. This voids the product warranty and places any and all risk of any aspect of performance on the installer, the general contractor, and the architect if used in that application.

The Maxxon Materials are supplied on an “AS IS” basis when any of the foregoing apply. **TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN AND NON-INFRINGEMENT), OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, ARE EXPRESSLY DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE.**

Maxxon specifically disclaims the results of the installed Maxxon Materials because Maxxon does not install the Maxxon Materials or determines the suitability of the Maxxon Materials for the specific application, regardless of Maxxon’s statements, publications, advice, instruction, and involvement in the installation. No employee, representative or agent of Maxxon has authority to bind Maxxon, and no other written statement binds Maxxon, to any affirmation, representation or warranty other than as stated in this Limited Warranty unless it is in writing and signed by an authorized officer of Maxxon.

#### **LIMITED WARRANTY REMEDY**

In the event of a warranty claim that Maxxon determines to be covered by this Limited Warranty, Maxxon will, at its option, (a) supply replacement Maxxon Materials, or (b) refund the purchase price actually paid to Maxxon for the defective Maxxon Materials prorated on a five year basis commencing as of the installation date. The terms and limitations of this Limited Warranty apply to any replacement Maxxon Materials supplied with the Limited Warranty term being equal to the balance of the remaining warranty on the initial supplied Maxxon Materials. Costs of de-installation and re-installation of the floor underlayment, floor covering material and any other direct and indirect damages are not covered by this Limited Warranty. The remedies set forth in this Limited Warranty are the exclusive remedies for which Maxxon is liable and Maxxon shall have no other liability to any other person or entity. Any efforts by Maxxon beyond the obligations provided for in this Limited Warranty will not in any way change or extend the limitation of remedies and damages stated in this Limited Warranty. In no event will Maxxon’s liability to any person or entity exceed the price paid to Maxxon for the defective Maxxon Materials. MAXXON SHALL NOT HAVE ANY LIABILITY TO ANY PERSON OR ENTITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES OF ANY DESCRIPTION OR TYPE. The above Limited Warranty and stated remedy is the sole warranty and remedy provided by Maxxon and agreed upon allocations of risk.

#### **HOW DO I GET SERVICE?**

Any claim against Maxxon must be submitted in writing within thirty days after discovery of the potential defect and received by Maxxon at 920 Hamel Road, Hamel, MN 55340 prior to the expiration of the above stated Limited Warranty period or is forever waived. Maxxon must be given a reasonable opportunity to inspect and investigate the alleged defective Maxxon Materials prior to any work being done that affects the Maxxon Materials or their installation.