



LIMITED WARRANTY

Subject to the conditions and exclusions set out below Magnetic Building Solutions (hereinafter referred to as "The Company") guarantees that the products listed will not wear out and will be free from any manufacturing defects from the original date of purchase for the periods and in the applications as set out below:

Products covered:

Residential:

Magnebuild Underlayment in Loose Lay condition (no adhesives or any other fastening system used to bond Magnebuild underlayment to the substrate) 25 years from date of purchase

Magnebuild Peel and Stick (no other adhesives used to bond to the substrate besides the pre-applied peel and stick adhesive) 20 years from date of purchase

Light Commercial:

Magnebuild Underlayment in Loose Lay condition (no adhesives used to bond to the substrate) 15 years from date of purchase. **NOTE:** Magnabuild must be glued to the floor with recommended adhesive in areas where there are heavy rolling loads or warranty will be voided.

Magnebuild Peel and Stick (no other adhesives used to bond to the substrate besides the pre-applied peel and stick adhesive) 15 years from date of purchase

Heavy Commercial:

Magnebuild Underlayment in Loose Lay condition (no adhesives used to bond to the substrate) 10 years from date of purchase. **NOTE:** Magnabuild must be glued to the floor with recommended adhesive in areas where there are heavy rolling loads or warranty will be voided.

Magnebuild Peel and Stick (no other adhesives used to bond to the substrate besides the pre-applied peel and stick adhesive) 10 years from date of purchase

Any Industrial Use: Not covered under this limited Warranty

This Limited Warranty is for heated and cooled interior flooring uses only.

Warranty Conditions:

The Buyer shall satisfy themselves of the suitability of the Goods for any use or purpose and shall be totally responsible for said determination.

If the Goods are in such a state as determined by the Company as defectively supplied as would entitle the Buyer to repudiate the contract and/or claim damages from the Company, the Company reserves the right to repair or replace the Good (or relevant part thereof) again.

This limited warranty provided by the company only covers defects caused by faulty design or manufacture. It does not cover defects caused by abnormal use, misuse, faulty installation or neglect.

Storage Conditions: avoid direct sunlight and store at 10°C to 35°C, relative humidity 20% to 70% with a shelf life of no more than 24 months from the date of purchase in its original packaging in a controlled environment that is free from moisture.

Working conditions: Install Magnebuild Underlayment between -20°C to +70°C and 20% to 70% relative humidity in normal working conditions.

Please see Magnebuilds Instruction manual at www.magneticbuildingsolutions.com for proper installation of the Magnebuild Underlayment system. Failure to adhere to instructions will void this limited warranty.

Magnebuild Underlayment must be installed by a professional installer.

The Company agrees that if any defect is discovered during the warranty period commencing on the invoice date, the Company will remedy any defect at its own expense and if it chooses to do so, replace them.

The company will not accept any liability for defects in goods once they have been fitted by a professional installer. It is the buyer's responsibility to check the goods prior to installation.

The risk of accidental loss whilst the Goods are being returned will be borne by the Buyer not the Company.

All defective products must be returned prepaid by the Buyer if the Company requests that the goods be returned.

Non-Transferrable Warranty

This warranty is **non-transferrable**.

Warranty Exclusions

Any claim in respect of alleged manufacturing defects must be notified to the Company within 3 months from the original invoice date otherwise any such claim will be treated as having been waived.

Magnebuild Underlayment system limited warranty covers the Magnebuild underlayment only. All material(s) placed on the underlayment must be manufactured from a qualified manufacturer that produces licensed products that are compatible with the Magnebuild Underlayment system. All materials and installation guidelines and warranties will be honored and supplied by said manufacturer of officially licensed Magnebuild products. Please refer to specific manufacturers warranties and installation guidelines for the building materials laid on top of Magnebuild Underlayment. All unauthorized products or retrofitted products by the Buyer will automatically void this limited warranty.

Damage resulting from mold and mildew growth due to prolonged exposure to moisture. While moisture will not affect Magnebuild Underlayment, when excessive moisture accumulates (and remains undiscovered or unaddressed) mold and/or mildew growth can occur.

Damage caused by vacuum cleaner beater bar, rolling caster wheels, and cutting from sharp objects. When vacuuming, we recommend using the wand attachment on your vacuum. Indentation or damage from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors. Damage caused by abuse such as moving appliances across the floor without adequate protection. When moving appliances or heavy furniture, lay a plywood panel on your floor and "walk" the item across it. This protects your floor from scuffing and tears. Loss of gloss/scratching.

Magnebuild Underlayment that are graded "irregular" or sold "as is" without warranty.

Damage caused by stains and spillages, burns, scratches, indentations, floods and any other accidents. This includes damage from asphalt, battery acid, bleach or similar corrosives.

Improper care due to the use of incorrect maintenance products, as well as any reduction in surface gloss due to normal wear and tear.

Installation of Magnebuild Underlayment over particle board or chipboard. Warranty does not cover damage to Magnebuild underlayment due to substrate abrasion.

Minor scratching and superficial scuff marks from shoes, etc.

Damage caused by sharp and/or heavy objects being dropped or dragged across the underlayment or top coat flooring product.

Underlayment problems caused by improper installation including the incorrect use of non-recommended adhesives, screeds, underfloor heating or improper subfloor preparation.

Use of Magnebuild underlayment in any outside/external location.

Re-installation or subfloor preparation.

The Company shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Company's negligence). Non-exhaustive illustrations of consequential or indirect loss would be- Loss of profits, Loss of contracts, Damage to property of the Buyer or anyone else, and Personal injury to the Buyer or anyone else.

Claims:

All claims must be submitted to The Company in writing as soon as they become apparent. The Company will require information regarding the claim, including a copy of the invoice, product detail, installation/subfloor information, photographs and a report of the defect. (No samples shall be removed from the installation without prior agreement from The Company.) Once the claim is raised, The Company may choose to inspect the installation. If the product is found to be faulty The Company will replace any defective material at no charge with the same or similar product (subject to availability). If it is found to be necessary to replace a product which is no longer available, The Company reserves the right to replace it with a product of equal value and specification. 6. Warranty periods apply from the first date of purchase of the product. In the event of a successful claim, the balance of the original warranty will apply. 7. The Company shall not accept or be liable for any direct, indirect, special or consequential loss, expense cost, claim damages (including liquidated damages) arising from negligence or misuse or use other than for the intended purpose. Please submit all Claims in Writing to: Magnetic Building Solutions LLC 855 Abutment Rd. Ste1, Dalton GA 30721 attention Claims Department.

This warranty is a voluntary manufacturer's warranty and provides rights in addition to and does not affect your statutory rights.

Please note: Magnebuild is ferrite-based and poses no health or safety issues. This type of magnet does not emit a strong magnetic field and therefore does not cause interference or damage to pacemakers, monitors or other electronic equipment.

Due to low gauss emissions, Magnebuild is not labeled as magnetized material per IATA (International Air Transportation Association) definitions and can be air shipped in bulk quantity.

As Magnebuild has Magnetic Properties, positioning a magnet within 2.54cm or closer from the surface of the Magnebuild underlayment for any extended period of time could cause demagnification and thusly void this limited warranty.