



Limited Product Warranty

LIMITED WARRANTY

Subject to the conditions and limitations stated in this document, H.B. Fuller Construction Products Inc. ("HBF-CP") warrants to the original owner ("Owner") that the Tile Perfect™ Product(s) will be free from manufacturing defects and will not break down or deteriorate under normal use for the period of 1 year (effective from the date of installation).

EXCLUSIVE REMEDY

The Product(s) must be properly applied, using approved materials as enumerated in HBF-CP's specifications, all applicable building code regulations and applicable industry standards. Product(s) must be used within their shelf life and be installed in accordance with HBF-CP's written guidelines and specifications (obtainable through the website at www.hbfuller-cp/tp) in effect on the date of installation. For any valid claim presented under this Limited Warranty, HBF-CP will, at its option, replace the Product(s) or refund the original Tile Perfect™ Product(s) purchase price.

EXCLUSIONS. HBF-CP is not responsible for structural failure or workmanship not in accordance with manufacturer's instructions and the applicable industry standards. HBF-CP is not responsible for normal wear and tear resulting from usage. HBF-CP is not liable for losses due to delays or any other consequential damages. This Limited Warranty is not transferable.

WARRANTIES DISCLAIMED. THE LIMITED WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED TO THE EXTENT OF THE LAW. HBF-CP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH HBF-CP MAY HAVE SUGGESTED THE PRODUCT(S) OR DEVELOPED THE PRODUCT(S) AT THE REQUEST OF THE OWNER AND/OR APPLICATOR, IT IS THE RESPONSIBILITY OF THE OWNER AND/OR APPLICATOR TO TEST AND DETERMINE THE SUITABILITY OF THE PRODUCT(S) FOR THE INTENDED USE AND PURPOSE, AND THE OWNER AND/OR APPLICATOR ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY.

LIMITATION OF REMEDIES AND DAMAGES. THE PRODUCT/REPLACEMENT REMEDY STATED IN THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST HBF-CP AND IS THE ONLY REMEDY AGAINST HBF-CP AVAILABLE TO OWNER OR TO ANY OTHER PARTY. IN NO EVENT WILL HBF-CP BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR CONNECTED TO THE PRODUCT(S), OR TO ANY USE OR MISUSE OF THE PRODUCT(S), REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF HBF-CP AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) USED TO MAKE A CLAIM. IN NO EVENT WILL HBF-CP BE OBLIGATED TO PAY DAMAGES IN ANY AMOUNT EXCEEDING THE ORIGINAL PRICE OF THE PRODUCT(S) SHOWN TO BE DEFECTIVE.

HBF-CP MAY IN ITS SOLE DISCRETION CHOOSE TO MAKE SOME EFFORTS BEYOND IT LEGAL OBLIGATIONS. SUCH ADDITIONAL EFFORTS WILL NOT IN ANY WAY CHANGE THE LIMITATIONS OF REMEDIES AND DAMAGES STATED IN THIS PARAGRAPH OR EXTEND OR CHANGE THIS

LIMITED WARRANTY. PRIOR TO PURSUING ANY LEGAL REMEDY, ANY CLAIMS, DISPUTES, DIFFERENCES OR DISAGREEMENTS BETWEEN HBF-CP AND THE OWNER, ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY, WHICH CANNOT BE AMICABLY SETTLED, WILL BE SUBMITTED TO ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT.

WARRANTY CLAIMS. Owner shall notify HBF-CP, in writing, within 15 days of the discovery of the alleged defect in the Tile Perfect™ Products covered by this Limited Warranty. Owner will provide HBF-CP with a reasonable opportunity to review and investigate the alleged defect. For any Limited Warranty claim that is not valid, Owner will pay HBF-CP reasonable charges, including travel and labor, associated with investigation of such claim. Mail written claims to the following address:

H.B. Fuller Construction Products Inc.
1105 South Frontenac Street
Aurora, IL 60504-6451
Attn: Technical Support

COMPLETE AGREEMENT. This Limited Warranty completely replaces and supersedes any prior oral or written warranties, agreements or representations of HBF-CP relative to the System (if applicable), the Product(s) or the application of such Product(s). No one other than an officer or general manager of HBF-CP is authorized to change this Limited Warranty or any of its provisions. This Limited Warranty applies to installations that take place beginning on February 1, 2012.