

RPM Mats
25 Year Limited Product Warranty

- 1. 25 YEAR LIMITED PRODUCT WARRANTY** - CMX Radiant Corp (hereinafter "CMX") warrants to the purchaser of the Product and/or the first owner (hereinafter a "Covered Person") of the structure to which the product is applied, that RPM Mats (hereinafter "Product") is free from defects, and will not break down or deteriorate under normal usage for 25 years from original invoice purchase date, when installed in accordance to CMX's most recently published instructions, specifications and industry standards, and guidelines for said installation, subject to the terms and conditions of this Limited Warranty. This Limited Warranty is not transferable and applies only to Product installed within the United States and Canada.
- 2. PROMISE OF LIMITED WARRANTY** - In installations correctly utilizing the product, if during the warranty period any Product proves to be defective, CMX in its sole discretion (See Sections 3, 4, and 5), shall replace or refund the original purchase price of the defective Product in the affected area of the installation. Such cost to CMX shall not exceed the original square footage cost of the Product. If the original retail cost cannot be established by the Covered Person, the cost shall be determined by RPM in its sole and reasonable discretion. CMX's replacement of the defective Product pursuant to Section 2 of this Limited Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to a Covered Person with respect to any defect.
- 3. CONDITIONS OF LIMITED WARRANTY** - Limited Warranty coverage under this agreement shall be subject to the following terms and conditions:
 - A. Within thirty (30) days of discovering claimed defect in Product that is covered by this Limited Warranty and before beginning permanent repairs, a written notice must be supplied to CMX by a Covered Person outlining the scope and nature of claimed defect. The notice must describe location and details of the defect including any additional information necessary for CMX to investigate the claim. Photos documenting the claimed defect in the Product must accompany any written notice. A claim under this Limited Warranty must also provide proof to CMX that such claimant is a Covered Person as defined in Section 1.
 - B. The Product must be installed according to CMX's most recently published installation instructions at the time of installation as well as installed in compliance with all adopted federal, state, and local building codes, and with all applicable local government agency requirements.
 - i. Although CMX may have suggested an adhesive, bonding agent, and/or cement leveler, it is the responsibility of the Covered Person to test and determine the suitability of the material for the intended use and purpose, and the Covered Person assumes all risk and liability whatsoever regarding such suitability.
 - ii. Only Product installed over plywood/OSB or concrete will be protected by this Limited Warranty. In accordance with CMX's installation instructions all surfaces to be covered by the Product must be free of debris and foreign material for Limited Warranty to apply.
 - C. Immediately upon discovery of a claimed defect in the Product, the Covered Person must, at his own expense, provide for protection of all property that might be affected until the claimed defect is remedied regardless of the determination of coverage under the Limited Warranty. Before any permanent repair is made to the claimed defective Product, a Covered Person must allow CMX or CMX's authorized agent to enter the property and inspect the area where the Product was installed, and to fully examine, photograph, and take samples of the product. Any repairs initiated by or on behalf of the Covered Person without prior authorization from CMX shall nullify the warranty.
- 4. LIMITATIONS OF WARRANTY COVERAGE** - The Limited Warranty does NOT cover damage or defects resulting from or in any way attributable to:
 - A. The improper storage, shipping, handling, or installation of the Product, including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 3.B;
 - B. Further processing, modification, or alteration of the Product after shipping from CMX;
 - C. Failure to use correct gauge, type, and condition of wire for installation as advised in CMX's most recently published installation instructions;
 - D. Neglect, abuse, or misuse of the Product;
 - E. Repair; or alteration of the Product in any way that extends beyond CMX's most recently published installation instructions;
 - F. Settlement or structural movement and/or movement of materials to which the Product is attached;
 - G. Failure of the substrate or damage to the structural or subfloor elements;
 - H. Leaving Product exposed to direct sunlight and/or excessive heat, directly or indirectly, from lamps, space heaters, and the like;
 - I. Damage from incorrect design of the structure;
 - J. Exceeding the maximum floor deflection;
 - K. Acts of God including, but not limited to, tornadoes, hurricanes, floods, earthquakes, severe weather, unusual climate conditions, or other natural phenomena;
 - L. Efflorescence or performance of any adhesives, bonding agents and/or cement levelers;
 - M. Cracked or broken tiles and/or grout, or damaged/defective wires;
 - N. Lack of proper maintenance;
 - O. Poor or inadequate workmanship at any point in the installation process of the Product and/or any other component of the floor or structure; or
 - P. Any cause other than material or manufacturing defects attributable to CMX.
- 5. LIMITATIONS OF LIABILITY** - IN NO EVENT SHALL CMX BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.
- 6. ENTIRE AGREEMENT** - This Limited Warranty contains and represents the only warranty extended by CMX for the Product. No employee or agent of CMX, or any other party, is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty and its validity, construction and performance shall be governed by the laws of the State of Washington. Any litigation arising out of or in connection with this Limited Warranty shall be conducted in the Superior Court of Snohomish County, Washington state, United States of America.
- 7. WARRANTY SERVICE INFORMATION** - For warranty services call (425)583-7886 and write to the following address:

CMX Radiant Corp
Warranty Department
PO Box 14478
Mill Creek Washington 98082