



WARRANTY



WARRANTY

Roberts Consolidated Industries, Inc. ("Roberts") warrants, to the owner ("Owner") of the premises in which the product ("Product") listed below is applied, that, for the period specified below, the Product will be free from substantial manufacturing defects and will not break down or deteriorate under normal use, provided that the Product was properly applied within its applicable shelf life and in accordance with Roberts' written guidelines, Product Data Sheets and Specifications found at robertsconsolidated.com in effect on the date of its application and consistent with all applicable building codes and industry standards and guidelines and procedures for professional application to the extent they are consistent with Roberts' written guidelines and specifications.

Moisture Control Product	MVER/RH*	Warranty Timeframe
Roberts® R6300 Superior Pressure Sensitive Adhesive	10 lbs. / 90%	15-Year
Roberts® 3095 Superior Carpet Adhesive	10 lbs. / 90%	15-Year
Roberts® 3300 Superior Multipurpose Adhesive	8 lbs. / 85%	15-Year
Roberts® R7901 Superior Vinyl Flooring Adhesive	8 lbs. / 85%	15-Year
Roberts® 2057 Superior Vinyl Composition Tile Adhesive	8 lbs. / 85%	15-Year

*MVER - Moisture Vapor Emissions Rate ASTM F1869; RH - Relative Humidity ASTM F2170.
Note: For use over newly poured slabs on- or below-grade with an effective barrier system

EXCLUSIVE REMEDIES

Roberts will, at its option and expense, for each Product warranty claim that it determines to be valid, replace the Product or refund the amount Owner paid for the defective Product.

The duration of the warranty on any replacement Product will not exceed the balance of the warranty remaining on the Product that was replaced as of the date of such replacement.

WARRANTY CLAIM PROCEDURES

In order to qualify for the remedies described above, the Owner must notify Roberts, in writing, before the expiration of the warranty period described above and provide proof of purchase of the Product which is alleged to be defective, regarding the discovery of the alleged defect in the Product covered by the foregoing warranty. Owner must provide Roberts a reasonable opportunity to review and investigate the alleged defect.

SUBMIT CLAIMS TO:

Roberts Consolidated Industries, Inc.
Attn: Technical Services Department
300 Cross Plains Boulevard
Dalton, GA 30722

EXCLUSIONS AND DISCLAIMER OF WARRANTIES

The foregoing warranty does not cover damage or other harm from routine maintenance or cleaning, any defects, damage or other harm that is not the result of the acts or omissions of Roberts, or that arise to any extent or in any way from (i) the failure of Owner or Product applicator to follow any applicable instructions of Roberts or other manufacturers, if any, (ii) the abuse, misuse or modification of the Product, (iii) structural failure or workmanship not in accordance with Roberts' instructions and applicable industry standards, (iv) normal wear and tear resulting from usage, (v) installations with improper substrate preparation, sewer backup, acts of God, excessive or low relative humidity or any issues not related to excessive moisture proven to be coming through the moisture vapor barrier, if one was applied, (vi) any surface not installed in accordance with the manufacturer's recommendations including, but not limited to, temperature, relative humidity, and proper maintenance or (vii) any surface not installed in accordance with the manufacturer's most recent published literature pertaining to glue down installations, including, but not limited to, wood flooring acclimation, expansion space, jobsite temperature, relative humidity and air flow requirements.



WARRANTY



ALTHOUGH ROBERTS MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE REQUEST OF THE OWNER OR THE PRODUCT APPLICATOR, OWNER AND APPLICATOR ARE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING THE SUITABILITY OF THE PRODUCT FOR THE INTENDED USE AND PURPOSE, AND OWNER AND APPLICATOR ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY GRANTED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY GRANTED ABOVE. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO OWNER.

LIMITATION OF REMEDIES AND DAMAGES

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE REMEDIES STATED ABOVE ARE OWNER'S SOLE AND EXCLUSIVE REMEDIES AGAINST ROBERTS. ANY EFFORTS BY ROBERTS BEYOND THE OBLIGATIONS PROVIDED FOR HEREIN, WILL NOT IN ANY WAY CHANGE THE LIMITATION OF REMEDIES AND DAMAGES STATED IN THIS WARRANTY OR EXTEND OR CHANGE THIS WARRANTY.

LIMITATION OF LIABILITY

IN NO EVENT WILL ROBERTS' LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY OWNER FOR THE DEFECTIVE PRODUCT BEING REPLACED. THIS LIMITATION APPLIES REGARDLESS OF WHETHER ROBERTS' LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR TORT.

DISCLAIMER OF DAMAGES

ROBERTS IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SALE, PURCHASE OR USE OF THE PRODUCT, BREACH OF WARRANTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT ARISING FROM DELAY DURING INSPECTION OR REMEDY OF PRODUCT FOR ALLEGED DEFECT UNDER PRODUCT WARRANTY REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF ROBERTS AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) ASSERTED TO MAKE A CLAIM. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO OWNER.

NONTRANSFERRABLE WARRANTY

This warranty is not transferable and confers no rights or remedies on any third parties, whether as third party beneficiaries or otherwise.

COMPLETE AGREEMENT

This warranty completely replaces and supersedes any prior oral or written warranties, agreements or representations of Roberts regarding the Product or its application. Only an officer of Roberts may change this warranty. This warranty applies to all applications of the Product that occur after July 31, 2014.