



Flooring Adhesive System Limited Warranty

IMPORTANT NOTICE REGARDING YOUR RIGHTS: Read this entire Flooring Adhesive System Limited Warranty (“Limited Warranty”), including all terms, conditions, disclaimers, and limitations before purchasing, installing or using the specified Product¹ or System² as they contain important information regarding Your rights. By purchasing, installing or using the specified Product or System, You are acknowledging that this Limited Warranty is part of the terms of sale and You are agreeing to the terms, conditions, disclaimers, and limitations in this Limited Warranty. You further acknowledge and agree that the price of the specified Product or System reflects all the terms of the Limited Warranty, including the Disclaimer of Warranties, Limitation of Liability, and Limitation of Remedies, and that without their inclusion, in whole or in part, the price of the specified Product or System would be substantially higher. If You do not understand any of the terms of this Limited Warranty, consult an attorney. If you are an owner of the premises (“Owner”), and did not purchase, install, or use the specified Product or System, but are seeking any benefits of this Limited Warranty, you acknowledge that you are subject to all the terms, conditions, disclaimers, and limitations of this Limited Warranty.

LIMITED WARRANTY COVERAGE

Flooring Adhesive System Warranty					
TEC [®] Moisture Mitigation		TEC Surface Preparation		TEC Adhesives	
LiquiDam Penetrating Moisture Vapor Barrier (213) LiquiDam EZ Moisture Vapor Barrier (214)	Lifetime	Level Set [®] 500 HF Self-Leveling Underlayment (500) Level Set [®] LW-60 High Quality, Ultra-Lightweight Self-Leveling Underlayment (053)	Lifetime	Flexera [®] High Tack Premium Universal Adhesive Flexera [®] 2K PSA Hybrid Adhesive Wood Go [™] Urethane Wood Flooring Adhesive (802) Wood Assure [™] Premium Urethane Flooring Adhesive (804) Wood Endure [™] Advanced Performance Wood Flooring Adhesive (806)	Lifetime
		Level Set [®] 400 HF Self-Leveling Underlayment Patch Additive (861) Feather Edge Skim Coat (330) PerfectFinish [™] Skim Coat (320) Fast-Set Deep Patch (305)	20 Years	Flexera [®] Premium Universal Adhesive (774) Double-Stick Carpet Adhesive (902) Wood Secure [™] Premium Wood Adhesive	20 Years
		VersaPatch [®] Latex Modified Floor Patch (327) Fiber-Reinforced Underlayment (565) Level Set [®] 300 Self-Leveling Underlayment (300)	10 Years	Premium Cove Base Adhesive (714/714W) Premium Fast Grab Carpet Adhesive (704) Vinyl Composition Tile Adhesive (713) The Perfect Putdown [®] Carpet and Flooring Adhesive (717) Releasable Pressure Sensitive Adhesive (749)	15 Years
		EZ Level [®] Premium Self-Leveling Underlayment (323) Contractor Grade Self-Leveling Underlayment (567) Level Set [®] 200 Self-Leveling Underlayment (200)	5 Years	700 Contract Multipurpose Adhesive (700) Indoor/Outdoor Carpet Adhesive (975)	5 Years

¹ Product = each product described in the table above

² System = at least one Product from two of the three categories listed above (Moisture Mitigation, Surface Preparation, and Adhesives)

³ Period = limited warranty coverage period, as stated in the table above, calculated from the date of purchase of the Product with the shortest warranty length, or the warranty length for the flooring used in the installation, whichever is less. If Products are purchased on different dates and used together, then the warranty Period under this Limited Warranty for that System will begin on the earliest date of purchase for the Product with the shortest warranty length.

Subject to the terms, conditions, limitations and disclaimers herein, if You provide TEC Specialty Products LLC (“TEC Specialty”) notice of (1) a substantial manufacturing defect or (2) breakdown or deterioration under normal use TEC Specialty will, at its sole option and expense, for each warranty claim that it determines to be valid, supply the Owner with labor and materials necessary to repair or replace, merely one time, the portion of the installation which TEC Specialty has determined needs repair or replacement due to the defective Product or System, or replace or refund the amount Owner paid for the defective Product or System. TEC Specialty may remedy grout cracking resulting from repetitive dynamic substrate cracking or movement with a sealant in lieu of grout and the foregoing warranty does not cover such sealant.

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

TEC Specialty reserves the right to determine a suitable substitute at its sole option in the event the tile, stone or any finish material used in the original installation is no longer readily available.

Requirements / Prerequisites

For the Limited Warranty Coverage to apply, the Product/System must be properly applied within its applicable shelf life and in accordance with TEC Specialty’s written guidelines, Product Data Sheets and Specifications found at www.tecspecialty.com in effect on the date of its application and consistent with all applicable building codes, industry standards, guidelines and procedures for professional application to the extent they are consistent with TEC Specialty’s written guidelines and specifications. **TEC Specialty is not responsible for any loss or damage resulting from the use of the Product/System inconsistent with the requirements identified in this paragraph, and the Owner waives any claims against TEC Specialty if these requirements are not met.**

WARRANTY CLAIM PROCEDURE

In order to qualify for the warranty benefits described in the Coverage section above, the Owner must:

- 1) Notify TEC Specialty, in writing, within 30 days of discovering the alleged defect and before the expiration of the warranty period and provide proof of purchase of the

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allegedly defective Product and/or System. Owner must provide TEC Specialty the lot numbers and a reasonable opportunity to review and investigate the alleged defect; and

2) Upon request by TEC Specialty, provide TEC Specialty or an independent third party engaged by TEC Specialty with access to the application site in order to allow TEC Specialty or an independent third party to physically inspect, perform testing, and obtain samples at the application site, before TEC Specialty makes a determination regarding the validity of the claim. Conducting such investigation does not obligate TEC Specialty to take any specific course of action. The Owner agrees to pay for such inspection and all related costs of TEC Specialty in the event the warranty claim is invalid. The Owner acknowledges that the Owner waives any and all claims regarding the Product and/or System in the event the Owner does not provide this access upon request. The Owner also acknowledges that any repairs or demolition of the affected area prior to an inspection and/or investigation by TEC Specialty will void the benefits available under the Limited Warranty stated herein, and waive any and all claims regarding the Product and/or System; and

3) Send or fax written claims complying with 1) above to:

TEC Specialty Products LLC
1105 South Frontenac Street
Aurora, IL 60504-6451
Attn: Technical Support
Fax: 630-952-1235

EXCLUSIONS

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 TEC Specialty, 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 TEC Specialty or other manufacturers, if any, (ii) the abuse, misuse or modification of the Product, (iii) structural failure or workmanship not in accordance with TEC Specialty's 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 (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; acts of negligence before, during and/or after installation; or (viii) subfloor moisture (except in the case of moisture control products LiquiDam™ Penetrating Moisture Vapor Barrier or LiquiDam™ EZ Moisture Vapor Barrier) or water damage, substrate failures caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR).¹

DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND LIMITATION OF REMEDIES

This Limited Warranty is the sole and exclusive warranty for the specified Product and/or System and is the only warranty, written or oral, for the specified Product and/or System. **NEITHER TEC SPECIALTY, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES, REGARDING THE SPECIFIED PRODUCT AND/OR SYSTEM, AND TEC SPECIALTY, ITS SUBSIDIARIES AND SELLER DISCLAIM OR EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE.** "Seller" is defined to include the party from whom the Product and/or System was purchased and the distributor(s) of the Product and/or System. This disclaimer of implied warranties may be limited or ineffective if You are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the applicable express Limited Warranty for the

Product and/or System in question. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Owner.

ALTHOUGH TEC SPECIALTY 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.

This Limited Warranty sets forth the maximum liability for the specified Products and/or System. IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF TEC SPECIALTY UNDER THIS LIMITED WARRANTY) WILL TEC SPECIALTY, ITS SUBSIDIARIES, OR SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, OR USE, OR IN CONNECTION WITH OR ARISING OUT OF THE SALE, PURCHASE OR USE OF THE PRODUCT AND/OR SYSTEM, 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 THIS LIMITED WARRANTY REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF TEC SPECIALTY AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) ASSERTED TO MAKE A CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMERS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO OWNER.

THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND/OR OWNER, AND THE SOLE LIABILITY OF TEC SPECIALTY, ITS SUBSIDIARIES AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THE PRODUCT AND/OR SYSTEM, SHALL BE, AT THE OPTION OF TEC SPECIALTY, THE REPAIR OR REPLACEMENT OF THE PRODUCT AND/OR SYSTEM, OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND/OR SYSTEM, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF TEC SPECIALTY, ITS SUBSIDIARIES, OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT AND/OR SYSTEM, AND THE SPECIFIED LABOR COSTS (IF APPLICABLE) AS SET FORTH ABOVE. Replacement products or components may not be the same as the original, but will be a similar current product and may not match the original.

ANY EFFORTS BY TEC SPECIALTY BEYOND THE OBLIGATIONS PROVIDED FOR HEREIN, WILL NOT IN ANY WAY CHANGE THE LIMITATION OF LIABILITY, REMEDIES, AND DAMAGES STATED IN THIS LIMITED WARRANTY OR EXTEND OR CHANGE THIS LIMITED WARRANTY.

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

Not a Warranty of Future Performance or a Statement of Useful Life - This Limited Warranty is not a warranty of future performance and it is not a statement of the useful life of any Product or System, but a warranty to repair, replace or refund as described by this Limited Warranty.

Complete Agreement - This Limited Warranty completely replaces and supersedes any prior oral or written warranties, agreements or representations of TEC SPECIALTY regarding the specified Product and/or System or its application. Sales of specified Product and/or System are also subject to additional terms and conditions found at [Unmatched System Warranty | TEC](#), which are hereby incorporated by reference into this Limited Warranty. No seller, dealer, distributor or subsidiary is authorized to modify this Limited Warranty or make a warranty or obligation on TEC SPECIALTY's behalf. Only an officer or general manager of TEC SPECIALTY may change this warranty, and it must be in a signed writing. This warranty applies to all Product purchases that occur after December 1, 2024.

To learn more, visit TECspecialty.com



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