



Floor Panel Warranty. Creatherm, LLC (“Creatherm”) hereby warrants that, for a period of fifteen (15) years commencing upon the date of manufacture, the actual thermal resistance for Creatherm floor panels will not vary by more than ten percent (10%) from their published R-value. For purposes of this Limited Warranty, the date of manufacture will be the date printed or stamped on the floor panel products. If any Creatherm floor panel product is determined by appropriate sampling and testing (conducted as provided below) not to meet its warranty value, Creatherm will either deliver to the owner of the building into which the product was initially installed (“Owner”) a quantity of Creatherm product sufficient to replace the non-conforming product or, at Creatherm’s sole discretion, refund to the Owner the original purchase price of the non-conforming product. Creatherm’s total liability for the life of this Limited Warranty will be limited to the original purchase price of the non-conforming product.

THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN AGREEMENT SIGNED BY CREATHERM AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES THAT EXTEND BEYOND THE DESCRIPTION SET FORTH ON THE FACE HEREOF.

Warranty Conditions and Exclusions. Creatherm’s obligations under this Limited Warranty are applicable only to floor panel products manufactured by Creatherm after January 1, 2009, and will only take effect if the covered products are installed in strict accordance with all applicable Creatherm specifications, recommendations and guidelines in effect at the time of installation and only if the products have been paid in full by the customer at the time of installation. Such specifications, recommendations and guidelines can be found at www.Creatherm.com. This Limited Warranty shall be void if, in the sole determination of Creatherm, the product’s performance has been impaired by damage to or alteration of the product that occurred without Creatherm’s prior written approval.

Creatherm does not warrant the compatibility of any other product (including but not limited to any flooring membrane, coating or solvent) with the Creatherm floor panel products, and does not assume any liability whatsoever for any incidental, consequential, exemplary, special or punitive damages, including, but not limited to, incremental heating, cooling or similar costs and any other harm to person or property.

Testing. Any and all sampling of Creatherm product shall be conducted in strict accordance with sampling procedures prescribed by Creatherm, and any sampling of the Creatherm floor panel products may only be taken in the presence of an authorized Creatherm representative. Testing of Creatherm samples must be in strict accordance with [ASTM Test Method C 518-04], or the then closest Creatherm-approved effective equivalent thereof. All sampling and testing costs (including, but not limited to, costs of removing and replacing floor covering) shall be at the Owner’s sole cost and expense.

