



1. What this warranty covers:

DMX Membranes Limited ("**Manufacturer**") warrants to the original purchaser of the Product ("**Purchaser**") that, under normal use and service, and when installed in Canada or the United States in accordance with: (i) the Tile Membrane Installation Manual provided by the Manufacturer with the Product (the "**Manual**") and (ii) industry standard guidelines in effect at the time of the installation that are not in conflict with the Manual ("**Industry Standards**"), the DMX Tile Membrane ("**Product**") will function as a floor tile system and be free of defects. If this warranty is applicable (in accordance with the terms and conditions listed herein), the Manufacturer, at its sole discretion, will: (1) replace or reimburse the cost of the portion of the Product that is found to be defective; and (2) reinstall or reimburse the Purchaser an amount not exceeding the original cost per sq/ft for the installation portion that has been affected.

Please note that the Manufacturer does not guarantee that any replacement Product will be an exact match of the original Product sold to the Purchaser. This represents the sole and exclusive remedy of a Purchaser that may be claimed against the Manufacturer in connection with this warranty and the Product.

2. How long this warranty is effective:

This warranty shall be in effect for a period of 20 years from the original date of purchase (original purchase receipt is required as proof of purchase). If the product is replaced or repaired by the Manufacturer, only the outstanding amount of warranty on the original Product will remain in effect for the replacement Product.

3. Who this warranty protects:

This warranty is valid for the Purchaser and may NOT be transferred to subsequent owners.

4. What this warranty does not cover:

This warranty is not applicable if defects are found in the Product as a result of any of the following factors or situations:

- Improper installation of the Product that is not in accordance with the Manual and/or the standards of Tile Council of North America (TCNA) and/or other industry standards that may apply;
- The use of spray foam to seal the perimeter of the room;
- Storage in direct sunlight, a place of excessive moisture and/or extreme temperatures or outdoors;
- Installation and/or use outdoors or anywhere other than an insulated indoor structure such as a house or apartment;
- The use of electric or radiant heating pads;
- Product sold by unauthorized distributors;
- Failure or defects in the Product as a result of abuse, misuse, neglect, negligence, accident, improper testing, improper alteration, improper storage, improper handling, impact with objects, damage caused by shipping, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by the Manufacturer;
- Failures or defects in the subfloor upon which the Product is installed, including a subfloor that allows an accumulation or deflection of water or moisture or has structural damage (whether caused by structural movement or otherwise);
- Use of interior or exterior drainage systems that do not meet or exceed local construction codes and cause flooding to occur;
- Plumbing leaks (from any source) or other spills from any source that cause water damage to Product or the subfloor;
- Elevated and excessive moisture (humidity) conditions for any reason, including insufficient or malfunctioning ventilation equipment required by either Building Code or environmental conditions to control interior moisture vapour to recommended levels appropriate to the season and interior conditions of the living space;
- Condensation occurring on interior foundation walls, vapour barriers or interior finishes;
- Any construction technique performed by a builder, home owner, subcontractor or any person after the initial installation of the Product that allows moisture to enter between the Product and the subfloor;
- Damage to the Product or the subfloor as a result of natural disasters including, but not limited to, lightning, flood, hurricane, tornado, earthquake, fire, or circumstances deemed to be an Act of God;
- Any structural defects in the foundation, walls or footings of the building structure that allow moisture to enter above the Product after the initial installation; and/or
- Damage to any floor covering on top of the Product ("**Floor Covering**") during and as part of the Manufacturer's (or its agents') investigation of any warranty claim hereunder.

This warranty shall not apply to any damage which is covered by new home warranty programs or for which the Purchaser otherwise receives compensation. Due to the variability of floor assemblies and the components available for their construction, sound abatement or insulation properties using the Product are not guaranteed, but will be addressed as a technical service on a case for case basis.

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5. How to make a claim:

All claims must be made in writing within 15 days of discovering the problem to: DMX Membranes Limited, 165 Orenda Road, Brampton, Ontario, L6W 1W3, Attention: Customer Service. All claims must contain the following information: Name of the Purchaser, address of building structure, date of discovery of defect, date of installation, proof of purchase (which must be provided at the time of the claim). The Manufacturer may require additional information in order to process a warranty claim (via a **"warranty claim questionnaire"**). The Manufacturer shall be entitled to commence an investigation of the source of the defect within 30 days from receipt of the problem in writing. Failure by the Purchaser to comply with the Manufacturer's investigation will void and result in a denial of any related warranty claims and the warranty hereunder shall no longer apply to such Product. For greater certainty, failure by the Purchaser to allow the Manufacturer to complete its investigation of the warranty claim shall include, but is not limited to, (i) failure to allow the Manufacturer's technician(s) to remove Floor Covering as part of such investigation; (ii) failure to allow the Manufacturer's technician(s) to measure the subfloor in the area of and surrounding the installed Product; and/or (iii) failure to permit the Manufacturer's technician(s) to digitally video record their investigation, including a video recording of the room in which the affected Product is installed, the floor assembly in such area(s) and any other locations/aspects related to the warranty investigation.

If the Manufacturer determines, in its sole and unfettered view, that this warranty does not apply (for any of the reasons set out herein) and/or if the Purchaser includes false or misleading information in the warranty claim questionnaire (collectively, a **"nonlegitimate warranty claim"**), the Manufacturer reserves the right to charge the Purchaser \$1,000 USD to account for expenses incurred in conducting the investigation, including, but not limited to, travel costs incurred by the Manufacturer and/or its agents. The Purchaser, prior to the commencement of the warranty investigation for any Product installed at a location further than 100 kilometers from the Manufacturer's head office in Brampton, Ontario (set out above), shall be required to provide the Manufacturer with a credit card which will be used for the aforementioned \$1,000 USD charge in the event of a non-legitimate warranty claim. The Purchaser shall permit the Manufacturer to place a temporary nominal charge and/or temporary hold on such credit card to verify the card's details.

6. Limitations and Exclusions:

EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, STATUTE (INCLUDING PURSUANT TO THE SALE OF GOODS ACT (ONTARIO) OR THE UNIFORM COMMERCIAL CODE OF ANY STATE). Applicable law in certain jurisdictions do not permit disclaimers of implied warranties, and in such cases (and only such cases) such non-permitted disclaimers of implied warranties (to the extent not permitted) shall not apply to purchasers in such jurisdictions.

This warranty further excludes any loss or damage arising out of or otherwise connected to: acts of war, terrorism, fire, explosion, natural disaster, acts of God, any of the excluded items listed in Section 4 above, intentional acts of destruction, structural failure, misuse of or failure to maintain the Products, normal wear and tear or other causes unrelated to the Products.

ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW WHICH CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY AND THE OTHER CONDITIONS CONTAINED HEREIN.

The liability of the Manufacturer arising out of the sale or supply of the Product or its installation or use, whether or not arising as a result of the negligence or gross negligence of the Manufacturer shall not exceed the then current purchase price for that portion of the Product which is being replaced or reimbursed by the Manufacturer. The Manufacturer does not guarantee or warrant in any way that mold, mildew, fungi, irritants or air quality problems will be reduced or eliminated. This warranty excludes the Manufacturer from any liability or claimed damages due to mold, mildew, fungi or irritants from moisture or other foreign substances or construction materials.

The Manufacturer shall not be liable for any special, indirect, incidental, exemplary, consequential or punitive damages sustained by the Purchaser or any other person in connection with the purchase, installation or use of the Product, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including, but not limited to, loss of profits, damage to other property or loss of use of the Product.

7. Miscellaneous:

This warranty shall be governed, construed, and enforced in accordance with the laws of the Province of Ontario, including in accordance with the *Limitations Act, 2002*, or its successor legislation. The Purchaser hereby irrevocably attorns to the exclusive

jurisdiction of the courts of the Province of Ontario. The terms of this warranty may be amended at any time, however any such changes shall only apply to Products sold after the date of such amendments. This warranty is dated **[September 20, 2024]**.

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