

### PRODUCTS LIMITED WARRANTY

#### WARRANTY COVERAGE:

Train Industries LLC ("Train Industries"), subject to the terms and conditions set forth below, warrants that TI-11Luxury Vinyl Adhesive will be free from manufacturing defects and will not fail under normal usage for a period of one year, when the product purchased is used within its shelf life and according to (a) the technical data sheets and other written materials issued by Train Industries for the product (collectively, the "Product Literature") and (b) governmental regulations, codes and standard industry practices. It is the sole responsibility of the purchaser, as a condition of warranty coverage, to first determine the suitability and compatibility of our products for the user's intended use.

#### PRODUCTS COVERED BY THIS WARRANTY:

TI-11 Luxury Vinyl Adhesive

#### EXCLUSIONS FROM WARRANTY COVERAGE:

The following are specifically excluded from coverage under this warranty: structural failure, inadequate subflooring, or improper subfloor preparation; damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disaster, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with our Product Literature, applicable building codes and regulations, and standard industry practices; variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials; changes in color due to exposure to sunlight and age; subfloor moisture or water damage; normal wear and tear resulting from usage and cracking due to structural movement, excessive deflection or other failure of the substrate. It is expressly understood that your purchase of our product acknowledges that Train Industries is not responsible or liable for determining the suitability or compatibility of our product for the user's intended purpose.

#### YOUR LEGAL RIGHTS:

This constitutes your entire express warranty for the product purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. TRAIN INDUSTRIES WILL NOT PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS, UNDER ANY CIRCUMSTANCES. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF TRAIN INDUSTRIES WILL BE ENFORCEABLE AGAINST TRAIN INDUSTRIES UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. This warranty: (a) shall commence on the date of purchase of our product and shall end after one year; (b) is limited to the original purchaser and is nontransferable; and (c) applies only to purchases and installations of the product within the United States on or after January 2025.



### FILING A CLAIM:

To file a claim under this warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of the alleged manufacturing defect in our product, at Train Industries, Attn: Technical Services Department, 1537 Gardenia Dr, Houston, TX 77018 or [info@train-industries.com](mailto:info@train-industries.com). Proof of purchase must be submitted with any notice of claim. We have the right, without any obligation, to physically inspect, perform testing, and obtain samples at the site where the warranty claim occurred, or to engage an independent third party for those services, before we determine the validity of your claim. In order to perform (or have performed) the services described in the prior sentence, the owner of the site consents to reasonable access for such services and agrees to pay for those services and all related costs of Train Industries if the claim is invalid under this warranty. Your claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this warranty will be null and void.

**YOUR EXCLUSIVE REMEDY:** If our product is proven defective within the applicable warranty period of one year, you will receive, as your sole remedy, replacement product and reimbursement of your reasonable and substantiated costs and labor for only that specific portion of the original installation requiring replacement.

