



Product Limited Warranty

LIMITED WARRANTY

H.B. Fuller Construction Products Inc. ("HBF-CP") warrants, subject to the terms, conditions, limitations, and disclaimers herein, that, from the date of purchase and for the period specified below, the product listed below ("Product"):

- will be free from substantial manufacturing defects
- 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 HBF-CP's written guidelines, Product Data Sheets and Specifications found at tecspecialty.com in effect on the date of its application, and consistent with all applicable building codes and industry standards and guidelines, including the TCNA Handbook when applicable, and procedures for professional application to the extent they are consistent with HBF-CP's written guidelines and specifications. This is the sole and exclusive warranty for the Product.

	1 Year
Carpet Adhesives	Safe-Set® 3 Premium Carpet Adhesive Safe-Set 475 Hi-Tack Carpet Adhesive Safe-Set 2 Pressure Sensitive Releasable Carpet Adhesive
Resilient Flooring Adhesives	Safe-Set 7 Premium Clear Thin Spread Adhesive
Multi-Purpose Adhesives	Top Gun Premium Multi-Purpose Latex Adhesive
Cove Base Adhesives	Safe-Set 4 Cove Base Adhesive Safe-Set 400 White Cove Base Adhesive

EXCLUSIVE REMEDIES

HBF-CP's and Seller's sole and exclusive liability, and the sole and exclusive remedy for any loss or damage arising from the purchase or use of the Product shall be a refund of the actual purchase price of the Product or replacement 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 PROCEDURE

In order to qualify for the remedies described above, the claimant must notify HBF-CP, 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. Claimant must provide HBF-CP a reasonable opportunity to review and investigate the alleged defect. Claimant must send or fax written claims to:

H.B. Fuller Construction Products Inc.
1105 South Frontenac Street
Aurora, IL 60504-6451
Attn: Technical Support
Fax: 630-952-1235

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 HBF-CP, or that arise to any extent or in any way from (i) the failure of buyer, owner, Product applicator, or anyone else to follow any applicable instructions of HBF-CP, if any, (ii) the abuse, misuse or modification of the Product, (iii) structural failure or workmanship not in accordance with HBF-CP's instructions and applicable industry standards, (iv) normal wear and tear resulting from usage, (v) installations with improper substrate preparation, (vi) sewer backup, (vii) acts of God, (viii) excessive or low relative humidity or any issues related to excessive moisture proven to be coming through the moisture vapor barrier, if one was applied, (ix) any surface not installed in accordance with the manufacturer's recommendations including, but not limited to, temperature, relative humidity, and proper maintenance or (x) 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.

ALTHOUGH HBF-CP MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE REQUEST OF A CLAIMANT, CLAIMANTS ARE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING THE SUITABILITY OF THE PRODUCT FOR THE INTENDED USE AND PURPOSE, AND CLAIMANTS ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. **THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, AND HBF-CP AND SELLER DISCLAIM ALL OTHER CONDITIONS OR 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 YOU.

LIMITATION OF REMEDIES AND DAMAGES

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE REMEDIES STATED ABOVE ARE CLAIMANT'S SOLE AND EXCLUSIVE REMEDIES AGAINST HBF-CP AND SELLER. ANY EFFORTS BY HBF-CP OR SELLER 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 HBF-CP'S OR SELLER'S LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID FOR THE PRODUCT BEING REPLACED. THIS LIMITATION APPLIES TO ANY CLAIM REGARDLESS OF WHETHER HBF-CP'S AND/OR SELLER'S LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

DISCLAIMER OF DAMAGES

HBF-CP AND SELLER ARE 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, 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 REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF HBF-CP 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 YOU.

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ACKNOWLEDGEMENT

BUYER AGREES ON BEHALF OF BUYER, APPLICATOR, AND THE OWNER OF THE PREMISES TO WHICH THE PRODUCT IS APPLIED, THAT THE PURCHASE PRICE OF THE PRODUCT REFLECTS THE DISCLAIMERS, EXCLUSIVE REMEDIES, AND LIMITATION OF LIABILITY SET FORTH HEREIN, AND THAT THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SIGNIFICANTLY HIGHER WITHOUT THESE TERMS, AND THAT THESE TERMS ARE FAIR ALLOCATION OF RISK.

BUYER FURTHER AGREES ON BEHALF OF THE BUYER, APPLICATOR, AND OWNER OF THE PREMISES TO WHICH THE PRODUCT IS APPLIED THAT IF A REFUND OF THE PURCHASE PRICE OF THE PRODUCT OR REPLACEMENT PRODUCT IS PROVIDED, THE LIMITATION OF LIABILITY WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NONTRANSFERABLE WARRANTY

This warranty applies to the buyer, applicator, and first owner of the premises to which the Product is applied and 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 regarding the Product or its application. Only an officer or general manager of HBF-CP may change this warranty, and only in a writing signed by the officer or general manager.

IF BUYER DOES NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AS SET FORTH ABOVE, BUYER CAN RETURN THE UNOPENED PRODUCT FOR A REFUND.

This warranty applies to all applications of the Product that occur after March 1, 2022.

To learn more, visit TECspecialty.com



H.B. Fuller Construction Products Inc. | 1105 South Frontenac Street Aurora, IL 60504-6451