

BASF warrants to the original purchaser (the “Purchaser”) that WALLTITE® XL (the “Product”), including the installation thereof, shall be free from defects in design, materials and workmanship for a period of one year from the date of completion of the installation of the Product (the “Warranty Period”).

TO CLAIM UNDER THIS WARRANTY

In order to claim under this warranty Purchaser must:

- notify BASF in writing of any warranty claim within thirty (30) days of becoming aware of the existence of a potential claim, and in no event after the expiry of the Warranty Period; and
- make any Product and/or installation of Product that is the subject of a claim under this warranty available for inspection, testing, or other assessment to BASF and any third party designated by BASF in BASF’s sole discretion.

WARRANTY CLAIMS RELATED TO THE PRODUCT:

In full satisfaction of any claim under this warranty, BASF shall, if satisfied that the Product is defective, after inspection, testing or other assessments conducted by or on behalf of BASF, repair or replace at its discretion any defective part or parts of the Product.

WARRANTY CLAIMS RELATED TO THE INSTALLATION OF THE PRODUCT:

If Purchaser believes that the installation of the Product was defective, BASF shall take the following steps in full satisfaction of its obligations to the Purchaser under this warranty:

- 1) Discuss the claim with the installation contractor.
- 2) At BASF’s discretion, visit the site of the installed Product.
- 3) If BASF, acting reasonably, finds that the installation was defective, BASF shall request that the installation contractor remedy the installation work.
- 4) If the installation contractor disputes the finding of BASF that the installation was defective, and refuses to remedy the installation work, or fails to remedy the installation work to the satisfaction of the Purchaser, acting reasonably, BASF shall require an independent third party to perform an inspection of the installation.

- 5) If the third party's inspection confirms that the installation of the Product or the attempted remedy of the installation, as applicable, was defective, BASF shall require that the installation contractor remedy the installation deficiency.
- 6) If the installation contractor refuses to remedy the installation deficiency, or fails to correct the installation deficiency to the satisfaction of the Purchaser, acting reasonably, BASF shall pay up to a maximum amount of twenty-five thousand dollars (\$25,000.00) CDN for remediation of the installation deficiency by another installation contractor selected by BASF.

Purchaser is responsible for all costs, fees and expenses associated with or arising out of the dismantling, moving or removing, re-installation of walls, fixtures, or any other part of a building or other structure undertaken to satisfy a claim under this warranty. Such costs, fees, and expenses include but are not limited to: labour costs, material costs, costs of installing or re-installing drywall, paint costs, furniture moving costs, lodging costs, and costs of clean up and remediation.

OTHER THAN AS STATED HEREIN, BASF MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY FACT OR LAW, AND BASF EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY OR THOSE ARISING FROM STATUTE.

The sole obligation and liability of BASF to the Purchaser for any claim, other than warranty claims, in any way related or connected to the Product or installation of the Product shall be for actual and direct damages only and shall not, in any event, exceed in the aggregate the purchase price paid by the Purchaser for the installed Product.

In no event shall BASF be liable for losses, expenses or damages related to mental distress, the loss of comfort, enjoyment, convenience, wages, or savings, or for any indirect, special, consequential, incidental, aggravated, punitive or exemplary losses, damages or expenses, even if BASF has been advised of or is aware of the possibility of such losses, expenses or damages. The limitations, exclusions and disclaimers set out herein shall apply irrespective of the nature of the cause of action or claim, including but not limited to breach of contract, tort (including negligence) or any other legal theory and shall survive termination of the warranty.

Notwithstanding the generality of the limitations, exclusions, and disclaimers set out herein, this warranty specifically excludes any defect in the Product or installation due to:

- Natural causes including but not limited to lightning, earthquake, hurricane, tornado, fire, and acts of God;
- Movement of the structure resulting in stresses on the Product which exceed BASF's published standards for the Product, whether due to structural settlement, design or other factors;
- Defects in the underlying substrate;
- Mechanical damage caused by external forces;
- Application of any substance to the Product not specifically approved by BASF;
- Installation of the Product by persons not approved by BASF to install the Product; or
- Installation or storage of the Product not in accordance with all applicable BASF and Underwriters' Laboratories of Canada standards, instructions, manuals, and guidelines.

Important! The information, data and products presented herein are based upon information reasonably available to BASF Canada at the time of publication, and are presented in good faith, but are not to be construed as guarantees or warranties, express or implied, regarding performance or results to be obtained from use nor that said information, data or products can be used without infringing patents of third parties. You should thoroughly test any application, and independently determine satisfactory performance before commercialization.

Warning! These products can be used to prepare a variety of polyurethane products. Polyurethanes are organic materials and must be considered combustible.

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Any dispute arising out of or in connection with the interpretation of this warranty shall be governed by the laws of the Province of Ontario and heard in the exclusive jurisdiction of the courts of the Province of Ontario.

Each provision of this warranty is distinct and severable. If any provision of this warranty, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this warranty, or the legality, validity or enforceability of that provision in any other jurisdiction.

WALLTITE® is a registered trade-mark of BASF Canada Inc. All other trade-marks, registered or otherwise, used herein are either a) the trade-marks of the BASF group of companies and may not be used without permission; or b) the trade-marks and trade names of other companies, products and services, and are the property of their respective owners.

Consumers in Québec are also subject to the NOTICE CONCERNING THE LEGAL WARRANTY APPLICABLE TO CONSUMERS IN QUÉBEC, which is incorporated herein by reference.

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