

**CHESTERTON MIDDLE SCHOOL  
SUPPORT SERVICES CENTER AND  
DISTRICT OFFICE  
2022 RENOVATIONS  
WARRANTIES**

**Owner**

Duneland School Corporation  
601 West Morgan Avenue  
Chesterton, IN 46304

**Architect**

Tria Architecture  
436 Sand Creek Drive N., Suite 105  
Chesterton, IN 46304

**Contractor**

Gariup Construction Co., Inc.  
3965 Harrison St., P.O. Box 64879 (46401)  
Gary, Indiana 46408  
(219) 887-5233  
(219) 981-3679



**CHESTERTON MS 2022 RENOVATIONS  
WARRANTIES**



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Ellis Electric, Inc.



# Project Directory

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**Ellis Electric, Inc.**  
Erron Ellis  
P.O. Box 2232  
Chesterton, IN 46304

Ph: (219)926-7400  
Fx:

**Gariup Construction Co., Inc.**  
Scott Hubbard  
PO Box 64879  
Gary, IN 46401

Ph: (219)887-5233  
Fx: (219)981-3679

**Gluth Brothers Roofing Co.**  
Russell Gluth  
6701 Osborn Ave  
Hammond, IN 46323

Ph: (219)844-5536  
Fx: (219)845-6953

**Kleckner Interior Systems, Inc**  
Josh Howard  
1176 Domon Lane  
Chesterton, IN 46304

Ph: (219)787-8876  
Fx: (219)787-8896

**Master Tile, Inc.**  
Matt Kennedy  
1205 W. Lincoln Hwy.  
Merrillville, IN 46410

Ph: (219)738-2900  
Fx: (219)681-7074

**Milestone Cabinetry & Millwork**  
Kim Alsup  
2910 E. 83rd Place  
Merrillville, IN 46410

Ph: (219)947-0600  
Fx: (219)947-5111

**Oosterbaan & Sons Co.**  
Bob Coleman  
2515 W. 147th Street  
Posen, IL 60469

Ph: 773-371-1020  
Fx: 708-371-9991

**PremiStar**  
Bill Raub  
551 E. 112th Avenue  
Crown Point, IN 46307

Ph: (219)942-6626  
Fx:



**Section 017000**

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**General Construction**



**CONSTRUCTION**

General Contractor + Construction Manager

February 3, 2023

Duneland School Corporation  
601 W. Morgan Ave.  
Chesterton, IN 46304

Re: Chesterton Middle School  
2022 Renovations

To Whom It May Concern,

The Undersigned, Gariup Construction Company, Inc., by Matthew Gariup, Treasurer does hereby guarantee all work and materials furnished and installed by Gariup Construction Company, Inc., against all defects in material and/or workmanship for a period of one year from the date of substantial completion of August 5, 2022.

Should you have any questions or comments, please contact our office.

Sincerely,

GARIUP CONSTRUCTION CO., INC.

Matthew Gariup  
Treasurer

MG/sd



**Section 064110**

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**Casework**



## CONSTRUCTION WARRANTY

Contractor: Milestone Cabinetry & Millwork  
2910 E. 83rd Place  
Merrillville, IN 46410

Project: Chesterton Middle School 2022 Renovations

GC: Gariup Construction Co., Inc.

Warranty Contact: Kim Alsup (219) 947-0600

Warranty Effective Date: 8/5/2022

In exchange for consideration received, Contractor hereby guarantees Owner that the construction performed on that certain structure located at **651 West Morgan Avenue Chesterton IN 46304** to be free from defects in material that MCM provided and workmanship that MCM performed for a period of one year from the Warranty Effective Date listed above:

This Standard Limited Warranty applies and is limited as follows:

1. To the property only if it remains in the possession of the original Owner named above for the period of (3) Years.
2. To the construction work that has not been subject to accident, misuse, or abuse.
3. To the construction work that has not been modified, altered, defaced, or had repairs made or attempted by others.
4. That Contractor be immediately notified in writing within five (5) days of first knowledge of defect by Owner or Owner's agent.
5. That Contractor shall be given first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to Owner within a reasonable period.
6. Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person(s) or property whatsoever for any special, indirect, secondary, or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.
7. This warranty shall cover any repairs and/or replacement to any part of the Work related to the defect.

Approved on this date by the authorized signatory below:

Kim Alsup

Kim Alsup, Operations

8/5/2022



**Section 070000**

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**Roofing**



# GUARANTEE

## Gluth Brothers Roofing Company, Inc.

TO: Gariup Construction Co., Inc.

*We the undersigned do hereby guarantee the roofing installed by us on your building located at*

Chesterton MS 2022 HVAC Renovations, 651 W Morgan Ave, Chesterton, IN 46304 – Roof

Flashing Work

*for a term of 1 years, against faulty workmanship and should any leaks occur from these causes, and in accordance with the provisions contained on the reverse side of this certificate, upon written notice to us of these leaks, we will make any repairs that may be necessary owing to any defects in our material or due to our workmanship.*

*This guarantee becomes void if all payments and other obligations according to contract or verbal agreement have not been fulfilled by the customer.*

*Invoice #*

Firm: Gluth Brothers Roofing Co., Inc. Date Applied: 8/17/2022

Address: 6701 Osborn Ave., Hammond, IN 46323 Guarantee Expires: 8/17/2023

Phone: 219-844-5536 By: H. Russell Gluth

Not Valid Unless Paid In Full



## PROVISIONS OF THE ROOFING GUARANTEE

It will be necessary for the owner or agent to notify us by registered mail within 5 days from the discovery of the leakage and should any roof leaks occur as a result of natural wear and tear, and within the following terms of this guarantee, we will make the necessary repairs within a reasonable time, weather permitting. This contractor shall inspect the premises; within a reasonable time after receiving proper notification, and his reference to repairs shall be binding.

No liability is assumed for any damage to the building, interior decorations, roof insulation, roof decking, nail pops, fixtures, mold, pre-existing conditions, or contents thereof because of these roof leaks.

This guarantee does not cover damage to roofing or roof insulation or leakage therefrom caused by defects or failure of any material used as a roof base, or improper deck construction, settlement, distortion, warping, or failure of the roof deck over which our roofing is applied, or damage or leakage due to faulty construction of parapet walls, or water leakage due to erosion and porosity of mortar and brick, copings, chimneys, metal flashing, skylights, louvers, gutters, roof drains, curbs plumbing stacks, vents, supports, braces or other parts of the building connected to our roofing; Or damage or leakage caused by hail, fire, tornadoes, windstorm or other acts of God or unusual natural or unnatural phenomena of the elements.

We will not be responsible for damage or leakage caused by the installation of decks, platforms, railings or concrete or promenade wearing surfaces over our roofing and if in order to make the necessary repairs, these decks, platforms, railings or slabs are to be removed, they shall be removed and replaced by others, owner or agents thereof) at no cost to this company. If, during the performance of our work, we agree to remove any decks or supports, television or radio apparatus or antennas, or railings, we are not to be held liable for damages to same or responsible for their re-installation nor their condition thereof unless specifically agreed upon.

We disclaim any liability for any damages to our roof or the building or contents caused by the effect of water resulting from vapor condensation (nor for the rectification of this condition).

This roof is not to be used as promenade deck, work deck, sun deck, sprayed or flooded unless specifically agreed upon or specified at time of application of roofing and if these features are to be added, a special endorsement will be required, which endorsement will be issued only after certain considerations and specifications have been agreed upon.

This guarantee is not transferable without our written consent.

This contractor is not responsible for any damage to the roof caused by traffic of any nature whatsoever by other than his own men, or resulting from the use of the roof as a storage or recreation surface area or vehicle traffic and this guarantee is null and void if the roof deck and structure thereon are not under the exclusive control of the owner or agent.

This guarantee covers only the roofing installed by us as of this date and does not include or cover any alterations or changes of present roofing or roof deck or any additions added. In event of any such alterations or installations, this guarantee shall be automatically cancelled. This guarantee becomes null and void should any other contractor or person perform any repairs to this roof while same is under our guarantee. We will not be responsible for damages to the roof that occur which are not a result of this roofing contractor but as a result of other contractors or persons performing work of any nature over or across this roof.

It is expressly understood that should any roof leak occur during the course of this guarantee that this company be immediately informed of said leak, in writing, as above mentioned, and that this company be allowed to investigate alleged leak, both within the building and on the roof. We shall examine and repair the roof if the fault is within our scope of responsibility as indicated above, and owner or agent to pay any expense incurred if the defect or leakage is due to other causes.

In consideration of this Gluth Brothers Roofing Co., Inc. agreeing to make roofing repairs under its guarantee for the time specified, the owner or agent agrees to hold Gluth Brothers Roofing Co., Inc. harmless from the cost of damage, resulting from roof leaks, to insulation, building, contents of building or personal liability.

The foregoing is in lieu of all other warranties, express or implied, and Gluth Brothers Roofing Co., Inc. neither assumes nor authorizes any person to assume for it any other obligation or liability in connection with said roofing.

Gluth Brothers Roofing Co., Inc. recognizes that, for satisfaction and maximum roof performance for the owner, it is desirable to eliminate conditions, which result in standing water, and recommends that roof design provide slope under all conditions. Proper location and design of drains can greatly facilitate drainage. This guarantee will not be effective for areas of the roof where improper drainage pools water. Gluth Brothers Roofing Co., Inc.'s requirement is that the roofs shall not be subjected to ponding of water for periods exceeding forty-eight (48) hours after rainfall.

In order to continue the coverage of this guarantee the following maintenance program must be implemented. There are a number of items not covered by this guarantee that are the responsibility of the owner. In order to ensure that your new roof will continue to perform its function, you must examine and maintain these items on a regular basis: Maintain a file for your records on this roof, including this Guarantee, invoices and subsequent logs of all inspections performed and repairs that are made to the roof. Inspect your roof at least semiannually.

As a condition of the foregoing terms of guarantee, the recipient hereof shall pay a service charge call made upon complaint, if the same shall prove, upon inspection by the contractor, to be caused by some deficiency of structure other than the roofing. No charge shall be made for service calls where the roofing done by the contractor is defective.

**Section 092600**

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**Gypsum Board**



09260

# KLECKNER INTERIOR SYSTEMS, INC.

1176 Domon Lane • Chesterton, IN 46304

Phone: 219/787-8876 • [www.klecknerinteriors.com](http://www.klecknerinteriors.com) • FAX: 219/787-8896

**METAL STUDS • DRYWALL • ACOUSTICAL CEILINGS • INSULATION**

## WARRANTY

**WARRANTY FOR (TYPE OF WORK):** Studs, Drywall & Acoustical

We hereby warrant that all materials, labor, equipment, etc. which we have installed in the following project:

Chesterton Middle School  
651 West Morgan Avenue  
Chesterton, IN 46304  
Gariup Project No. 22034

has been performed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. We agree to repair or replace any or/all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of one (1) year from the date of substantial completion of the above-mentioned building, ordinary wear and tear and unusual abuse or neglect exempted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the owner, after being notified in writing, we collectively or separately, do hereby authorize the owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

**Date of Substantial Completion:** August 5, 2022

Signed:   
Larry R. Kleckner, President

**Section 093000**

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**Ceramic Tile**



**MASTER TILE, INC.**

1205 WEST LINCOLN HIGHWAY

**MERRILLVILLE, IN 46410**

PHONE: (219) 738-2900

FAX: (219) 681-7074

**ONE YEAR WARRANTY/VERIFICATION OF COMPLIANCE**

January 11, 2023

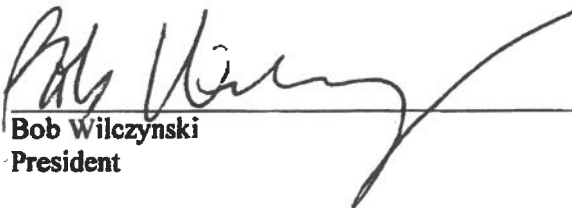
Gariup Construction  
P.O. Box 64879  
Gary, Indiana 46401

RE: Duneland School Corporation  
Chesterton Middle School 2022 HVAC Renovations  
651 West Morgan Avenue  
Chesterton, IN 46304

Job # 22-034  
Subcontract #22-034-03

Master Tile Inc. warrants to owner and to construction manager all goods and products and all labor and services required for this scope of work, against workmanship or material failure for a period of one (1) year from the date of substantial completion (August 5, 2022). The above contractor also warrants that all materials, labor, and services have been performed in a workmanlike manner for this scope and have complied with the construction documents.

Sincerely,  
**MASTER TILE, INC.**

  
\_\_\_\_\_  
Bob Wilczynski  
President

## Daltile 1-Year Limited Warranty

Daltile warrants that manufactured products will be free from defect for a period of one year from date of purchase. Defect is defined as a shortfall in the product to perform to Daltile specifications as disclosed in product literature, within industry-allowable tolerances as set forth in standard, national industry protocols. **THIS ONE-YEAR EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.** Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty. Installation defects are not covered by this warranty. All warranty claims must be reported immediately. Failure to report any warranty claim within 30 days of defect discovery will void this warranty. All products must be inspected prior to installation. Visual defects or nonconformities apparent prior to installation voids this warranty.

Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Tile containing abrasives create a rough surface, creating cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to ensure contaminants are removed promptly. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. Daltile does not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. Daltile does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Product samples are representative only. Express color match warranties are only extended to actual product samples.

## Other Daltile Warranties

### Implied Warranties Limited in Duration and Scope

Any implied warranty applicable to the product sale, including the implied warranty of merchantability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you.

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements or supersedes federal and state consumer goods warranty protections.

### Implied Warranty of Fitness for a Particular Purpose

Daltile provides detailed information in its product literature with regard to appropriate tile and stone applications. In these specified applications, Daltile limits the duration of the implied warranty of fitness for a particular purpose to one year or the maximum statutory period prescribed by law, whichever is less. Failure to comply with recommended applications voids this warranty.

Natural stone products are mined and cut from natural formations. Because these products are not subject to a manufacturing process, quality warranties are limited to the specified representations in product literature and guidelines established by the Marble Institute of America. Daltile does not



warrant natural stone products for shade, size, thickness, warping, cleft variations, surface finish variations, or other natural variances on stone products.

### Remedy Limitation and Disclaimer

If a defect in materials or workmanship is discovered within the one-year period, Daltile will either refund the price of the product or provide a replacement product after a reasonable number of attempts to remedy product defects. Buyer's remedy is limited to replacement or repair of the defective product. No consequential (including, but not limited to, lost profits) or incidental damages are recoverable. Daltile disclaims all express warranties not contained in this limited express warranty. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Daltile immediately (1-800-933-TILE).

Legal Notice: Warning Tile and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS at [Daltile.com](http://Daltile.com) or contact Daltile at 1-800-833-TILE.

### To Make a Claim

1. The original purchaser must notify a Daltile Sales Service Center or an authorized representative in writing within 30 days of the occurrence of any defect.
2. After notification, Daltile or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Daltile or an authorized representative.
3. Upon determination that the product defect claim is valid, Daltile will notify the purchaser in writing. Daltile reserves the right to repair, replace or refund the originally purchased product, at its sole discretion.

**Section 095110**

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**Acoustical Ceilings**



095110

# KLECKNER INTERIOR SYSTEMS, INC.

1176 Domon Lane • Chesterton, IN 46304

Phone: 219/787-8876 • [www.klecknerinteriors.com](http://www.klecknerinteriors.com) • FAX: 219/787-8896

**METAL STUDS • DRYWALL • ACOUSTICAL CEILINGS • INSULATION**

## WARRANTY

**WARRANTY FOR (TYPE OF WORK):** Studs, Drywall & Acoustical

We hereby warrant that all materials, labor, equipment, etc. which we have installed in the following project:

Chesterton Middle School  
651 West Morgan Avenue  
Chesterton, IN 46304  
Gariup Project No. 22034

has been performed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. We agree to repair or replace any or/all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of one (1) year from the date of substantial completion of the above-mentioned building, ordinary wear and tear and unusual abuse or neglect exempted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the owner, after being notified in writing, we collectively or separately, do hereby authorize the owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

**Date of Substantial Completion:** August 5, 2022

Signed:   
Larry R. Kleckner, President

# Acoustical Ceilings and Suspension Systems 15-Year Limited Warranty

## Products Covered

This limited warranty covers the following products, including Protectone® versions:

FOR 90% RELATIVE HUMIDITY: Adagio®; Adagio® High CAC; Baroque™ Customline®; Cashmere®; Cashmere High NRC; Cashmere Style® Edge; Envirogard™; Fine Fissured; Fine Fissured Customline®; Fine Fissured High NRC; Sand Micro™; Sand Micro™ Customline®; School Board®; Sereno™ Fine Fissured; Symphony® m; Symphony® m High NRC; Symphony® m Rx; Symphony® m Rx High NRC; Vinylrock™; VinylShield™ A & C.

FOR 95% RELATIVE HUMIDITY: Aquarock™; Open Plan™; Symphony® f; Symphony® f Rx; Theatre® Black f; Versatone™.

WHEN INSTALLED WITH THE FOLLOWING CERTAINTTEED SUSPENSION SYSTEMS: EZ Stab Classic Aluminum Capped System; EZ Stab Classic Environmental System; EZ Stab Cleanroom System; EZ Stab Elite Narrow System; EZ Stab Bolt Slot System – 1/4" Reveal; EZ Stab Bolt Slot System – 1/8" Reveal; EZ Stab Tier Drop System, FireSecure Stab, and Cloud Perimeter Trim.

## 15-Year Limited Warranty

CertainTeed Ceilings Corporation warrants for fifteen (15) years from the date of installation that certain Mineral Fiber, Fiberglass, Gypsum and Composite Acoustical Ceiling Panels described above when installed together with certain CertainTeed Ceiling Suspension Systems will not visibly sag, warp, shrink, buckle or delaminate as a direct result of manufacturing defects and that the suspension system shall not incur 50% red rust as defined by ASTM B 117 test procedures during the fifteen (15) years of this limited warranty. CertainTeed ceiling panels listed above "FOR 90% RELATIVE HUMIDITY" coated with BioShield® on the surface are also warranted to be free of mold and mildew growth for the warranty period. CertainTeed fiberglass ceiling panels listed above "FOR 95% RELATIVE HUMIDITY" are also warranted to be free of mold and mildew growth for the warranty period due to the inherent characteristics of the products. This limited warranty is subject to further terms and conditions outlined below:

## Terms and Conditions

1. The ceiling panels and suspension systems must be installed in accordance with all applicable CertainTeed recommendations in effect at the time of installation, using approved installation procedures described in the Ceilings Systems Handbook published by the Ceilings & Interior Systems Construction Association.
  2. The ceiling panels and suspension systems must be installed only in areas where the temperature and humidity conditions do not exceed 104°F (40°C) and 90% or 95% relative humidity as noted in the product list above following installation with the environmental conditions being controlled within those limits. Any deviation from those limits in the building or portions of the building where the ceiling panels are installed shall void the warranty.
  3. These systems cannot be used in exterior applications where standing water is present or where moisture will come in direct contact with the ceiling.
  4. No water or water vapor from sources including, but not limited to, condensation, leaking pipes and/or ducts or steam must come in contact with the ceiling panels or suspension system.
  5. Except for fiberglass insulation installed in accordance with CertainTeed recommendations, the ceiling panels must not be used to support any other material, including, but not limited to, light fixtures or mechanical equipment.
  6. Prior to installation, the ceiling panels and suspension systems must be stored in a dry and clean area, protected from possible damage caused by rain, snow, and excessive moisture (including relative humidity above 90%). The ceiling panels and suspension systems must also be protected against possible impacts and abrasions while on the construction site.
  7. The plenum space above the ceiling panels must not be used as a duct to supply conditioned air to the building. Also, the plenum shall not be vented to the outside air in such a way as to allow humidity above warranty conditions to exist within the plenum.
  8. No applied finishes, including, but not limited to, paint, varnish or other coating, shall be applied to the manufacturer's original finish.
- In the event of ceiling system material replacement pursuant to the above terms, the original warranty shall apply to the replacement material and will extend for the balance of the warranty period in effect at the same time the material proved defective. Ceiling system material shall not be considered defective with respect to color, so long as the color at the time of installation does not vary unreasonably from the material sample.
- ANY DEVIATION FROM THE TERMS AND CONDITIONS ABOVE VOIDS THE WARRANTY.

## Exclusions

Damage caused by improper maintenance; fire; exposure to smoke, fumes, chemical vapors, exterior elements (excluding Aquarock™), freezing temperatures (excluding Aquarock™) and vibrations; and normal wear and tear are not covered by this warranty.

## What the Customer Must Do

If you believe CertainTeed ceiling panels exhibit a manufacturing defect or the CertainTeed suspension system incur 50% red rust during the warranty period, you must provide written notice must be given within 30 days after first observing the condition to the following address: CertainTeed Ceilings Corporation, Technical Services Department, 20 Moores Road, Malvern, PA 19355. If upon investigation, CertainTeed finds a manufacturing defect or 50% red rust covered under this warranty exists, customer's sole remedy and CertainTeed's sole liability shall be limited to CertainTeed furnishing replacement ceiling panels or suspension system of the same or similar type and grade in an equal number to that which is determined to be defective. CertainTeed does not warrant that the replacement ceiling panels will match the exact color of remaining in-place panels. CertainTeed shall not be responsible for any installation or replacement costs.

## EXCLUSIVE WARRANTY AND LIMITATION OF LIABILITY

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CERTAINTTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO THE FURNISHING OF REPLACEMENT PANELS AND/OR SUSPENSION SYSTEMS AND SHALL CONSTITUTE THE TOTAL LIABILITY OF CERTAINTTEED AND THE EXCLUSIVE REMEDY OF CUSTOMER. IN NO EVENT SHALL CERTAINTTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION. CERTAINTTEED RESERVES THE RIGHT TO DISCONTINUE OR MODIFY ANY OF ITS PRODUCTS, INCLUDING THE COLOR THEREOF, WITHOUT NOTICE AND SHALL NOT BE LIABLE AS A RESULT OF SUCH DISCONTINUANCE OR MODIFICATION, NOR SHALL CERTAINTTEED BE LIABLE IN THE EVENT REPLACEMENT MATERIAL VARIES IN COLOR IN COMPARISON TO THE ORIGINAL PRODUCT. IF CERTAINTTEED REPLACES ANY MATERIAL UNDER THIS WARRANTY, IT MAY SUBSTITUTE PRODUCTS DESIGNATED BY CERTAINTTEED TO BE OF COMPARABLE QUALITY OR PRICE RANGE IN THE EVENT THE PRODUCT INITIALLY INSTALLED HAS BEEN DISCONTINUED OR MODIFIED. THIS LIMITED WARRANTY MAY NOT BE MODIFIED, ALTERED, OR EXPANDED BY ANYONE INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS AND/OR CERTAINTTEED REPRESENTATIVES.

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Contractor/Installer: \_\_\_\_\_ Date Installed: \_\_\_\_\_



**Section 096500**

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**Resilient Flooring**

096500

# MASTER TILE, INC.

1205 WEST LINCOLN HIGHWAY

MERRILLVILLE, IN 46410

PHONE: (219) 738-2900

FAX: (219) 681-7074

## ONE YEAR WARRANTY/VERIFICATION OF COMPLIANCE

January 11, 2023

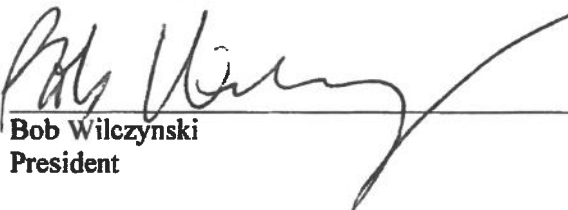
Gariup Construction  
P.O. Box 64879  
Gary, Indiana 46401

RE: Duneland School Corporation  
Chesterton Middle School 2022 HVAC Renovations  
651 West Morgan Avenue  
Chesterton, IN 46304

Job # 22-034  
Subcontract #22-034-03

Master Tile Inc. warrants to owner and to construction manager all goods and products and all labor and services required for this scope of work, against workmanship or material failure for a period of one (1) year from the date of substantial completion (August 5, 2022). The above contractor also warrants that all materials, labor, and services have been performed in a workmanlike manner for this scope and have complied with the construction documents.

Sincerely,  
MASTER TILE, INC.



Bob Wilczynski  
President



## Limited Warranty

### Tarkett Warranty Overview

Tarkett is pleased to offer the world's most-integrated, high-performance flooring system, bringing together design, function and safety; leading to enhanced productivity in high-performance environments. All Tarkett products are warranted against manufacturers' defects to ensure high standards of quality, performance and aesthetics.

### Limited Warranty Information

#### Section 1: Rubber Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that rubber sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

SECTION	PRODUCT TYPE	TARKETT BRAND PRODUCT LINES
1	Rubber Sheet Flooring	Replay® Rolls
2	Compression Molded Rubber Tile	Circulinity®; CorkTones®; Defiant®; ColorSplash; MicroTone®; Mesto Configurations®; Minerality®; Organics; Prima® Olio® and Marbleized; Replay® Tiles; Solid Color Rubber Tile; Tactile Walking Surface Indicators; Terra-Turf®; Triumph and Inertia®
3	Stairwell Management	Rubber or Vinyl Stair Treads, Nosings, Risers, Stringers; Tactile Warning Surface and Safe-T-First®
4	Finishing Borders (Wall Base) Finishing Accessories	BaseWorks®; Masquerade®; Millwork®; Perceptions®; TightLock®; Traditional Rubber or Vinyl; Safe-T-First®; Vent Cove; and Transitions
5	Vinyl Sheet and Tile Flooring	A: iQ® Optima®; iQ® Granit®; iQ® Granit® Micro; iQ® Granit® SD; iQ® Toro SC; Granit® Safe-T B: Acczent® C: Aria®; Melodia®; Performa®; Training®; iQ™ Optima® Acoustiflor® D: Standard Plus
6	Vinyl Composition Tile and Plank	A: Vinyl Composition Tile (VCT): Tarkett B: Vinyl Enhanced Tile (VET): Azterra®; Color Essence® Solid Vinyl Tile (SVT): Cortina Grande®
7	Linoleum Sheet Flooring	LinoFloor xft²; LinoFloor Acoustiflor xft² and LinoWall xft²
8	Luxury/Solid Vinyl Tile and Plank	A: Adaptt®; iD Inspiration® 55; iD Principle; Resolve; Transcend® SureSet® and iD Mixonomi B: Event; iD Inspiration® 70; iD Latitude + Techtonic® and Victory® C: Contour + Techtonic®; Collections Infinies
9	Luxury Tile and Plank (Light Commercial)	Transcend® Click
10	Underlayment	SureStart® Underlayment; Tarkolay Underlayment



## **Section 2: Compression Molded Rubber Tile**

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that molded rubber tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 3: Rubber or Vinyl Stair Treads**

Limited 5-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that rubber or vinyl stair tread products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

## **Section 4: Finishing Borders (Wall Base & Accessories)**

Limited 2-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of two (2) years of Commercial use that rubber or vinyl wall base and/or accessory products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2).

## **Section 5A: Vinyl Sheet and Tile Flooring**

Limited 20-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of twenty (20) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); Material and 25% Reasonable Labor Costs (Year 4-5); Material Only (Years 6-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-20).

Tarkett warrants that the products will not wear through for the warranty period of twenty (20) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

## **Section 5B: Vinyl Sheet and Tile Flooring**

Limited 15-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of fifteen (15) years of Commercial use that vinyl sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the



defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); Material Only (Years 4-10); 50% Material Only (Years 11-15).

Tarkett warrants that the products will not wear through for the warranty period of fifteen (15) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 5C: Vinyl Sheet and Tile Flooring**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); and Material Only (Years 4-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 5D: Vinyl Sheet and Tile Flooring**

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl sheet and/or tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2-3); and Material Only (Years 4-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 6A: Vinyl Composition Tile and Plank**

**Limited 5-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl composition tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Tarkett warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 6B: Vinyl Tile Flooring**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl tile flooring products conform to written specifications and are free of manufacturing

defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 7: Linoleum Sheet Flooring**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that linoleum sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 8A: Luxury Tile and Plank**

**Limited 10-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

#### **Section 8B: Luxury Tile and Plank**

**Limited 20-Year Commercial Warranty for Manufacturing Defects:** Tarkett warrants from the date of purchase for a period of twenty (20) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-20).

Tarkett warrants that the products will not wear through for the warranty period of twenty (20) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.



### **Section 8C: Luxury Tile and Plank**

Limited 25-Year Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of twenty five (25) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-10); 50% Material Only (Years 11-15); and 25% Material Only (Years 16-25).

Tarkett warrants that the products will not wear through for the warranty period of twentyfive (25) years of Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

### **Section 9: Luxury Tile and Plank (Light Commercial)**

Light Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Light Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein. Light Commercial applications are defined as foot-traffic only (no rolling loads).

The customer must notify Tarkett of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); Material Only (Years 3-5); and 50% Material Only (Years 6-10).

Tarkett warrants that the products will not wear through for the warranty period of ten (10) years of Light Commercial use. For claims based on wear-through, the customer must notify Tarkett and permit an inspection of the flooring. If Tarkett determines that the original flooring is worn through, Tarkett will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

### **Section 10: Underlayment**

Limited 10-Year Light Commercial Warranty for Manufacturing Defects: Tarkett warrants from the date of purchase for a period of ten (10) years of Light Commercial use of SureStart™ underlayment with approved Tarkett LVT products, subject to subfloors being prepared & meeting Tarkett Installation Instruction guidelines and subject to the terms and conditions specified herein.

The customer must notify Tarkett of any obvious visual defects or concerns prior to install; otherwise this warranty will not apply.

If the defect is found and Tarkett is notified in writing prior to installation, Tarkett will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Tarkett and permit an inspection of the product. If, upon inspection, Tarkett determines that the product is defective, Tarkett will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

### **All Tarkett Commercial Products:**

This Limited Warranty applies only for products installed, used and maintained according to the written recommendations and specifications provided at the time of material purchase.

#### **Warranty Claim Procedure**

To be eligible for replacement under this warranty, the customer must file a claim by giving Tarkett written notice of the defect. This notice must be filed immediately, but in no event more than 10 days following discovery of the defect. Notice shall be given to Tarkett at its corporate address of 30000 Aurora Road, Solon, Ohio 44139.  
Phone: (800) 899-8916; Fax: (440) 543-5774.

If defective product has been discontinued or is otherwise unavailable, Tarkett reserves the right to select and supply the customer with Tarkett replacement flooring, similar in quality and quantity to the material claimed to be defective.

## Warranty Exclusions

The Tarkett Limited Warranty does not apply to:

- The exact matching of shade, color or mottling.
- Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods.
- Labor costs outside of prorated schedule defined in the warranty.
- Sales of non-first quality materials, i.e., "seconds," "off goods" or other irregular flooring. Such non-first quality materials are sold "AS IS."
- Issues associated with the use of adhesives other than those recommended by Tarkett.
- Issues caused by moisture or alkali in the subfloor. Pre-installation moisture and alkali testing is required and must be made available to Tarkett upon request.
- Issues of discoloration or staining associated with subfloor contamination or markings that bleed through the flooring material.
- Problems caused by installation, uses and maintenance that are contrary to Tarkett's specifications, recommendations or instructions.
- Material installed with obvious defects not notified to Tarkett prior to installation.
- Exterior installations – Tarkett products are designed for interior applications only.
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight.
- Damage to flooring products caused by high or spiked heels, improper protectors/casters or furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. To avoid Tarkett warranty exclusions, casters must be suitable for use on resilient flooring.
- Damage to flooring products from pallet jack and tow-motor traffic.
- Premature wear or deterioration from spikes and skate blade exposure.
- Variations in color or embossing between products, photography or printed color illustrations.
- Installation of Tarkett flooring in work or commercial areas exposed to oil and grease, such as commercial kitchens or butcher shops. Defiant™ Oil and Grease-Resistant Rubber tiles are recommended in such situations.
- Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring.
- Shifting, cracking, or movement of the substrate or foundation.
- Hydrostatic pressure, flooding, standing water or moisture on the surface of the substrate.
- Issues related to exposure to heavy rolling loads (Light Commercial Products).

## Warranty Disclaimer

- EXCEPT AS STATED HEREIN, TARKETT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE PRODUCTS DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TARKETT, EXCEPT AN AUTHORIZED OFFICER OF TARKETT, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN. IN NO EVENT SHALL TARKETT BE LIABLE TO BUYER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSS OF PROFIT ARISING OUT OF OR RELATING TO ANY BREACH OF THIS WARRANTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- These warranties provide specific legal rights; these and other rights may vary from state to state.



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Interface

# LVT Warranty

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[www.interface.com](http://www.interface.com)

**InterfaceFLOR, LLC**  
1503 Orchard Hill Road  
LaGrange, GA 30240  
1.800.336.0225 ext.56511



Climate change is undeniable. And reversible. Our mission is to prove it. Join the #ClimateTakeBack and help create a climate fit for life.



# Interface Standard LVT Product Warranty – Americas

**Interface**

Rev. 11/1/20

InterfaceFLOR, LLC (Interface) warrants its Interface® brand Luxury Vinyl Tile (LVT) products to the original end-use customer as stated below for a period of 15 years from the date of invoice for 4.5mm Sound Choice™ and 3mm Criterion™ LVT products:

- Interface® brand LVT products are warranted against excessive wear, provided the material was installed and maintained properly and used as intended and recommended. For these purposes, "excessive wear" is defined as the complete removal of pattern and/or color due to normal traffic and assuming proper installation and maintenance strictly in accordance with Interface's Luxury Vinyl Tile Installation Instructions and Luxury Vinyl Tile Maintenance Guidelines, both of which can be found on Interface's website; and
- This warranty covers odor from plasticizer hydrolysis of Interface brand LVT products, to the extent that the odor is caused by moisture (RH) and alkalinity (pH) in concrete slabs, when installed strictly within the limits set forth in Interface's Luxury Vinyl Tile Installation Instructions.
- All installations must be completed strictly in accordance with Interface's installation instructions for LVT, which can be found on Interface's website. In all installations, there must be no visible moisture on the surface of the concrete slab. Archived written and photographic evidence of moisture and alkalinity test results must be maintained by the original end-use customer.

If a product fails to perform as warranted, Interface will correct the problem in the affected area either by repair or (at Interface's option) replacement with comparable products(s) at no charge to the customer.

Interface also warrants its LVT products against defects arising out of the manufacturing process to the original end-use customer as stated below:

- If the product is determined to exhibit a manufacturing defect within the first year following the date of invoice, Interface will correct the problem in the affected area either by repair or (at Interface's option) replacement with comparable product(s) at no charge to the customer, as well as pay the reasonable labor costs (as determined by Interface) associated with its repair or replacement;
- If the product is determined to exhibit a manufacturing defect in the second year following the date of invoice, Interface will correct the problem in the affected area either by repair or (at Interface's option) replacement with comparable product(s) at no charge to the customer, as well as pay fifty percent (50%) of the reasonable labor costs (as determined by Interface) associated with its repair or replacement; and
- If the product is determined to exhibit a manufacturing defect in the third, fourth, or fifth years following the date of invoice, Interface will correct the problem in the affected area either by repair or (at Interface's option) replacement with comparable product(s) at no charge to the customer, but will not be responsible for any labor costs associated with its repair or replacement.

In all cases in which a covered warranty condition is determined by Interface to exist, the customer must provide reasonable cooperation to facilitate Interface's repair or replacement in the affected area.

This warranty does not cover cuts, loss of gloss, burns, scratches, indentations, stains or other damage, deterioration, problems, or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood, use on stairs or ramps, subfloor irregularities, or use with athletic equipment. Moisture and pH testing at the installation site are not the responsibility of Interface, and issues related to or arising from excessive moisture and/or pH are specifically excluded from this warranty except as expressly set forth herein and in Interface's Luxury Vinyl Tile Installation Instructions and Luxury Vinyl Tile Maintenance Guidelines. This warranty does not cover any problems or damages arising from or related to the use of adhesives or non-recommended installation techniques or conditions.



Interface does not warrant installer's workmanship unless the affected product was installed by Interface affiliate Interface Services Inc. (Interface Services), and then only in accordance with the terms of the Interface Services installation warranty.

Warranty claims must be made in writing to Interface within a reasonable time from the discovery of the claimed warranted defect, but in any event they must be received no more than 90 days from the time the claimed defect was discovered. Warranty claims must be addressed to: Field Services Department, InterfaceFLOR, LLC, 1503 Orchard Hill Rd., LaGrange, Georgia 30240 (USA). Warranty claims must include contemporaneous documentation that all warranty conditions were and continue to be met. This warranty will be void if its terms are not followed. Interface will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation. No person other than an officer of Interface may authorize a waiver or modification of the terms of this warranty, which must be in writing and signed by that officer.

THE WARRANTY, REMEDY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REMEDIES AND LIABILITIES, WHETHER EXPRESS OR IMPLIED. INTERFACE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES. NOTE THAT SOME JURISDICTIONS DO NOT PERMIT DISCLAIMERS OF SOME IMPLIED WARRANTIES, SO YOUR RIGHTS MAY BE DIFFERENT THAN STATED HEREIN. INTERFACE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN ANY CASE.

# Garantía Estándar Interface De Producto LVT Américas

**Interface**

Rev. 11/1/20

InterfaceFLOR, LLC (Interface) garantiza sus pisos vinílicos de lujo (LVT) de la marca Interface® al consumidor final, según se establece a continuación, durante un período de 15 años desde la fecha de la factura para los productos LVT Sound Choice™ de 4.5 mm y Criterion™ de 3 mm:

- Los productos LVT de la marca Interface® tienen garantía contra desgaste excesivo, siempre que el material se haya instalado y mantenido de manera apropiada y utilizado según lo previsto y recomendado. Para estos fines, «desgaste excesivo» se define como la eliminación completa del patrón y/o el color debido al tránsito normal y siempre que la instalación y el mantenimiento hayan sido adecuados, en estricta conformidad con las instrucciones de instalación y las normas de mantenimiento para LVT de Interface. Ambos están disponibles en el sitio web de Interface.
- Esta garantía cubre el olor de la hidrólisis del plastificante de los productos LVT de la marca Interface, en la medida en que el olor sea producto de la humedad (RH) y la alcalinidad (pH) de las losas de cemento, cuando se hayan instalado estrictamente dentro de los límites establecidos en las instrucciones de instalación de LVT de Interface.
- Todas las instalaciones deben completarse en estricta conformidad con las instrucciones de instalación de Interface para LVT, que se encuentran disponibles en el sitio web de Interface. En cualquier caso, no debe haber humedad visible en la superficie de las losas de cemento. El cliente final original debe guardar evidencia escrita y fotográfica de los resultados de las pruebas de humedad y alcalinidad.

Si un producto no se desempeña según la garantía, Interface corregirá el problema en el área afectada ya sea con la reparación (a discreción de Interface) o el reemplazo con producto o productos comparables, sin costo para el cliente.

Asimismo, Interface garantiza sus productos LVT al cliente final original contra defectos que surjan del proceso de fabricación, según se establece a continuación:

- Si se determina que el producto exhibe un defecto de fabricación dentro del primer año posterior a la fecha de la factura, Interface corregirá el problema en el área afectada ya sea con la reparación (a discreción de Interface) o el reemplazo con producto o productos comparables sin costo para el cliente, además del pago de costos de mano de obra razonables (según lo determine Interface) asociados con su reparación o reemplazo.
- Si se determina que el producto exhibe un defecto de fabricación en el segundo año posterior a la fecha de la factura, Interface corregirá el problema en el área afectada ya sea con la reparación (a discreción de Interface) o el reemplazo con producto/s comparables sin costo para el cliente, además del pago del cincuenta por ciento (50 %) de los costos de mano de obra razonables (según lo determine Interface) asociados con su reparación o reemplazo; y
- Si se determina que el producto exhibe un defecto de fabricación en el tercero, cuarto o quinto año posterior a la fecha de la factura, Interface corregirá el problema en el área afectada ya sea con la reparación (a discreción de Interface) o el reemplazo con producto/s comparables sin costo para el cliente, pero no será responsable de ningún costo de mano de obra asociado con su reparación o reemplazo.

En todos los casos en los cuales Interface determine que existe una condición de garantía cubierta, el cliente debe brindar cooperación razonable para facilitar la reparación o reemplazo por parte de Interface en el área afectada.

Esta garantía no cubre cortes, pérdida de brillo, quemaduras, rayas, hendiduras, manchas ni otros daños, deterioro, problemas o pérdidas causados por el abuso, la negligencia, el uso indebido, la instalación inadecuada, el mantenimiento inadecuado, inundación, uso en escaleras o rampas, irregularidades del contrapiso o uso con equipo atlético. Las pruebas de humedad y pH en el lugar de instalación no son responsabilidad de Interface, y los problemas relacionados o que surjan de humedad y/o pH excesivos están excluidos específicamente de esta garantía, excepto según se establece expresamente en la presente y en las instrucciones de instalación y las normas de mantenimiento para LVT de Interface. Esta garantía no cubre ningún problema ni daños que surjan o estén relacionados con el uso de adhesivos o técnicas o condiciones de instalación no recomendadas.

Interface no garantiza la mano de obra del instalador a menos que el producto afectado haya sido instalado por el asociado de Interface, Interface Services Inc. (Interface Services), y luego únicamente en conformidad con los términos de la garantía de instalación de Interface Services.

Los reclamos de garantía deben presentarse por escrito ante Interface dentro de un plazo razonable desde el descubrimiento del defecto reclamado garantizado, pero en ningún caso deben recibirse después de más de 90 días desde el momento en el que se descubrió el defecto reclamado. Los reclamos de garantía deben enviarse a: Field Services Department, InterfaceFLOR, LLC, 1503 Orchard Hill Rd., LaGrange, Georgia 30240 (EE.UU.). Los reclamos de garantía deben incluir documentación contemporánea que atestigüe que todas las condiciones de la garantía se respetaron y se siguen respetando. Esta garantía se anulará, si no se respetan dichos términos. Interface no pagará costos de mano de obra para reparar o reemplazar material con defectos que eran aparentes antes o al momento de la instalación. Ninguna otra persona que no sea un miembro responsable Interface puede autorizar una renuncia o modificación de los términos de esta garantía, que debe ser por escrito y llevar la firma de ese responsable.

LA GARANTÍA, EL RESARCIMIENTO Y LOS LÍMITES DE RESPONSABILIDAD CONTENIDOS EN LA PRESENTE SON EXCLUSIVOS Y REEMPLAZAN A CUALQUIER OTRA GARANTÍA, RESARCIMIENTO Y RESPONSABILIDAD, YA SEA EXPRESA O IMPLÍCITA. INTERFACE NO OFRECE NINGUNA OTRA REPRESENTACIÓN NI GARANTÍA, EXPRESA O IMPLÍCITA, Y POR LA PRESENTE DECLINA CUALQUIER OTRA GARANTÍA QUE PUDIERA SURGIR POR EL IMPERIO DE LA LEY, INCLUIDA PERO SIN LIMITARSE A CUALQUIER GARANTÍA DE COMERCIALIZACIÓN O IDONEIDAD DE SUS PRODUCTOS PARA CUALQUIER FIN EN PARTICULAR. CONSIDERE QUE ALGUNAS JURISDICCIÓNES NO PERMITEN LA EXCLUSIÓN DE ALGUNAS GARANTÍAS IMPLÍCITAS, POR LO CUAL SUS DERECHOS PODRÍAN SER DIFERENTES A LOS ESTABLECIDOS EN LA PRESENTE. INTERFACE NO SERÁ RESPONSABLE DE NINGÚN DAÑO INCIDENTAL, INDIRECTO, ESPECIAL NI CONSECUENTE EN NINGÚN CASO.



# LVT Padrão da Interface

## Garantia do Produto — Américas

**Interface**

Rev. 11/1/20

A InterfaceFLOR, LLC (Interface) oferece a garantia de seus Pisos Vinílicos (LVT, Luxury Vinyl Tile) de sua marca Interface® para o cliente final conforme descrito abaixo por um período de 15 anos a partir da data da nota fiscal para produtos LVT Sound Choice™ de 4,5 mm e Criterion™ de 3 mm:

- Os pisos vinílicos da marca Interface® possuem garantia contra desgaste excessivo, desde que o material tenha sido instalado e mantido adequadamente e utilizado conforme pretendido e recomendado. Para o propósito do presente documento, "desgaste excessivo" é definido como a remoção completa de padrão e/ou cor devido ao tráfego normal e presumindo uma instalação e manutenção adequadas estritamente em conformidade com as Instruções de Instalação do Piso Vinílico da Interface e as Diretrizes de Manutenção do Piso Vinílico, que podem ser encontradas no site da Interface; e
- Esta garantia cobre odores decorrentes da hidrólise do plastificante dos produtos da marca Interface de LVT, na medida em que o odor seja causado pela umidade (RH) e pela alcalinidade (pH) nas lajes de concreto quando a instalação obedece estritamente aos limites estabelecidos nas Instruções de Instalação do Piso Vinílico de Luxo da Interface.
- Todas as instalações devem ser realizadas estritamente em conformidade com as instruções de instalação da Interface para LVT, que podem ser encontradas no site da Interface. Em todas as instalações não deve haver umidade visível na superfície de concreto. Evidências arquivadas escritas e fotográficas dos resultados de teste de alcalinidade devem ser mantidas pelo cliente final.

Se o produto não funcionar como garantido, a Interface corrigirá o problema na área afetada por reparo ou (a critério da Interface) substituição por produto(s) similar(es) sem custos para o cliente.

A Interface também oferece garantia de seus produtos contra defeitos decorrentes do processo de fabricação ao cliente final conforme declarado abaixo:

- Se for determinado que o produto possui um defeito de fabricação no primeiro ano após a data da fiscal, a Interface corrigirá o problema na área afetada seja por meio de reparo ou (a critério da Interface) substituição com produto(s) similar(es) sem custos para o cliente, além de pagar as despesas razoáveis referente à mão de obra (conforme determinado pela Interface) associada ao reparo ou substituição;
- Se for determinado que o produto possui um defeito de fabricação no segundo ano após a data da fiscal, a Interface corrigirá o problema na área afetada seja por meio de reparo ou (a critério da Interface) substituição com produto(s) similar(es) sem custos para o cliente, além de pagar cinquenta por cento (50%) das despesas razoáveis referente à mão de obra (conforme determinado pela Interface) associada ao reparo ou substituição; e
- Se for determinado que o produto possui um defeito de fabricação no terceiro, quarto ou quinto anos após a data da nota fiscal a Interface corrigirá o problema na área afetada seja por meio de reparo ou (a critério da Interface) substituição com produto(s) similar(es) sem custos para o cliente, mas não será responsável por quaisquer despesas referente à mão de obra associada ao reparo ou substituição.

Em todos os casos nos quais uma condição de cobertura de garantia seja determinada pela Interface como válida, o cliente deverá cooperar de maneira razoável para facilitar o reparo ou a substituição pela Interface na área afetada.

Esta garantia não cobre cortes, perda de brilho, queimaduras, arranhões, concavidades, manchas ou outros danos, deterioração, problemas ou perda causados por abuso, negligência, uso indevido, instalação inadequada, manutenção inadequada, inundação, uso em degraus ou rampas, irregularidades do contrapiso ou uso com equipamentos atléticos. O teste de umidade e pH no local de instalação não é de responsabilidade da Interface e problemas relacionados ou decorrentes do excesso de umidade e/ou pH estão especificamente excluídos desta garantia, exceto conforme expressamente estabelecido neste documento e nas Instruções de Instalação do Piso Vinílico de Luxo e nas Diretrizes de Manutenção do Piso Vinílico de Luxo da Interface. Esta garantia não cobre quaisquer problemas ou danos decorrentes ou relacionados ao uso de adesivos ou técnicas ou condições de instalação não recomendadas.

A Interface não oferece garantia para a mão de obra do instalador, exceto se o produto afetado foi instalado por uma afiliada da Interface, a Interface Services Inc. (Interface Services), e, assim, apenas em conformidade com os termos da garantia de instalação da Interface Services.

Os pedidos de garantia devem ser feitos por escrito à Interface em um tempo razoável a partir da descoberta do defeito alegado coberto pela garantia, mas em nenhum momento devem ser recebidos mais de 90 dias após a descoberta do defeito alegado. Os pedidos de garantia devem ser enviados a: Rua Surubim nº577 - 7º andar - Conjuntos 73 e 74 - CEP 04571-050 - São Paulo - SP. Os pedidos de garantia devem incluir documentação contemporânea de que todas as condições de garantia eram e continuam a ser cumpridas. Essa garantia será nula se essas condições não forem seguidas. A Interface não pagará por custos de mão de obra ou de substituição de materiais defeituosos visíveis antes ou no momento da instalação. Nenhuma pessoa além de um funcionário da Interface pode autorizar uma concessão ou modificação das condições desta garantia, que deve ser escrita e assinada pelo funcionário.

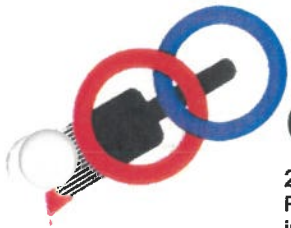
A GARANTIA, A REPARAÇÃO E OS LIMITES DE RESPONSABILIDADE CONTIDOS NESTE INSTRUMENTO ESTÃO EXPRESSAMENTE NO LUGAR DE E EXCLUEM TODAS AS OUTRAS GARANTIAS, REPARAÇÕES E RESPONSABILIDADES, EXPRESSAS OU LEGAIS. A INTERFACE NÃO FAZ OUTRAS DECLARAÇÕES OU GARANTIAS, EXPRESSAS OU LEGAIS E, PORTANTO, REJEITA QUALQUER E TODAS AS OUTRAS GARANTIAS QUE POSSAM SURTIR POR FORÇA DA LEI, INCLUINDO, ENTRE OUTRAS, QUALQUER LIMITAÇÃO, QUALQUER GARANTIA DE COMERCIALIZAÇÃO OU ADEQUAÇÃO DOS SEUS PRODUTOS A QUALQUER FINALIDADES ESPECÍFICAS. ALGUMAS JURISDIÇÕES NÃO PERMITEM REJEIÇÕES DE ALGUMAS GARANTIAS LEGAIS, ENTÃO, SEUS DIREITOS PODEM SER DIFERENTES DOS AQUI DECLARADOS. A INTERFACE NÃO SERÁ RESPONSÁVEL POR INDENIZAÇÕES ACIDENTAIS, INDIRETAS, ESPECIAIS OU POR DANO INDIRETO EM NENHUM CASO.

**Section 099000**

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**Paints & Coatings**





PAINTING & DECORATING CONTRACTORS SINCE 1888

# OOSTERBAAN & SONS CO.

099000

2515 W. 147<sup>th</sup> STREET, POSEN, IL 60469  
PHONE: (708) 371-1020 • FAX: (708) 371-9991  
info@oosterbaanpainting.com • www.oosterbaanpainting.com

February 7, 2023

Gariup Construction Co., Inc.  
3965 Harrison Street – PO Box 64879  
Gary, Indiana 46401-0879

**Re: Chesterton MS 2022 HVAC Renovations, 651 W. Morgan Avenue, Chesterton, IN 46304  
[Subcontract Agreement No. 22-034-04]**

## Letter of Guarantee

We hereby guarantee all materials and workmanship for the above-referenced job for a period of one year from the date of Substantial Completion, August 5, 2022.

Yours truly,  
**OOSTERBAAN & SONS CO.**

Brandt Oosterbaan  
President

**Section 150000**

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**Mechanical**

Heroic people passionately working together to improve lives



August 17, 2022

*General Contractor Info*

Gariup Construction Co., Inc.  
3965 Harrison Street  
PO BOX 64879  
Gary, IN 46401-0879

*Location/Site*

Chesterton MS 2022 HVAC  
Renovations  
651 W. Morgan Avenue  
Chesterton, IN 46304

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**LETTER OF WARRANTY**

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For a period of one (1) year after the initial installation and start-up the plumbing, heating, ventilating, and air conditioning systems are warranted by Parkway Mechanical, Inc., and the manufacturer, to be free of defects and operate properly. You also have a responsibility.

Your responsibility covers routine maintenance, such as regularly cleaning, lubrication, and belt/drive maintenance. Failure to do so will result in premature parts failure, which will not be covered by this contractor.

In the event, you wish to have our firm perform any of these services please call our office for pricing.

The general terms of our warranty are as follows:

1. Warranty work will be performed during regular working hours and is subject to availability of mechanics on a first call, first response basis.
2. Parkway Mechanical is not responsible for warranty coverage on any equipment repaired by others, abused, altered, misused, damaged by fire, flood, Act of God, or which has not been reasonably and properly maintained.
3. A service call is billable to the Owner if the problem is determined to be outside the scope of warranty coverage, in which case a written description of the problem encountered, and corrective work performed will be provided.
4. All owner supplied equipment is only covered by the MFG. warranty. All labor for repairs may be billed out accordingly.

**Job Completion Date:** August 5, 2022

Respectfully,  
William Raub  
Projects Manager  
219-942-6626

551 E 112<sup>th</sup> Ave, Crown Point, IN 46307  
(219) 942-6626





## RADIANT CEILING PANEL WARRANTY

Aero Tech Manufacturing Inc., warrants its Radiant Ceiling Panels (The "Panels") to be free from defects in materials and workmanship for a period of one (1) year from the date of shipment (The "Warranty Period"), provided that: 1) The panels are properly installed, operated and maintained; 2) All functional areas of the building relating to the installation and operation of the Radiant Panels are constructed and maintained in accordance with the conditions specified for the construction of the building; 3) Purchaser notifies Aero Tech in writing of any defect or failure within thirty (30) days after discovery of said defect or failure. Should Purchaser find any panel to be defective under the conditions stated above the Purchaser shall provide Aero Tech reasonable time and access to perform hereunder. If Aero Tech finds the Panel defective, Aero Tech will, at its option, modify the panels and/or repair or replace defective panels, free of charge, delivered F.O.B. Purchaser's facility, as Purchaser's sole and exclusive remedy. AERO TECH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH ANY DEFECT IN OR FAILURE OF PANELS. AERO TECH'S WARRANTY OF THE PANELS IS LIMITED TO THOSE EXPRESSED IN THIS PARAGRAPH. ALL OTHER WARRANTIES, INCLUDING EXPRESSED OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALINGS, USAGE OR TRADE ARE HEREBY DISCLAIMED AND EXCLUDED.

Revised: February 5, 2010

**Section 160000**

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**Electrical**





P.O. Box 2232, Chesterton, IN 46304  
PHONE: (219) 926-7400 WEBSITE: [EllisElectricNWI.com](http://EllisElectricNWI.com)

August 5, 2022

All material is guaranteed to be as specified by manufacturer. All manufacturer warranty information will be left on site with installed equipment. All work to be completed in a professional manner according to standard practices. All labor will be warrantied for 1 year from today's date. This includes a 10 year data cabling warranty for labor and manufacture.

A handwritten signature in black ink that reads "David Ellis". The signature is written in a cursive, flowing style.

David Ellis, President

Ellis Electric, Inc.  
P. O. Box 2232  
Chesterton IN 46304  
Office: (219) 926-7400

## **Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services**

**Terms and Conditions of Sale.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

**Complete Agreement.** All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

**Quotations.** A written quotation is valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

### **TERMINATION AND CANCELLATION**

**Products.** Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

**Services.** Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

**Prices.** All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

**Price Policy – Products and Services.** When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30\* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

**Price Policy – BLS.** Refer to Price Policy 25-050.

**Minimum Billing.** Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

**Taxes.** The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

### **TERMS OF PAYMENT**

**Products.** Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

**Services.** Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00. Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.

\* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.



Powering Business Worldwide

## Selling Policy 25-000

Effective Date: September 1, 2021

Supersedes: November 1, 2017, Pages 1-4

Page 2 of 4

2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

**Adequate Assurances.** If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

**Delayed Payment.** If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

**Freight.** Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

**F.O.B. – P/S – Frt./Ppd. and Invoiced.** Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

**F.O.B. – P/S – Frt./Ppd. and Allowed.** Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

**F.O.B. Destination – Frt./Ppd. and Allowed.** At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

**Shipment and Routing.** Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

**Risk of Loss.** Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

**Concealed Damage.** Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

**Witness Tests/Customer Inspection.** Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final-inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

**Held Orders.** For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

**Drawing Approval.** Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

**Drawing Re-Submittal.** When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

## WARRANTY

**Warranty for Products.** Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective





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part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

**Extended Warranty for Products.** If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price

30 months – 3% of Contract Price

36 months – 4% of Contract Price

**Special Warranty (In and Out) for Products.** If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

**Warranty for Services.** Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

**Warranty for Power Systems Studies.** Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

**Limitation on Warranties for Products, Services and Power Systems Studies.** THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

**Asbestos.** Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

**Compliance with Nuclear Regulation.** Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

**Returning Products.** Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

**Product Notices.** Buyer shall provide the users, including its employees, and in the case of permitted resale, any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

**Cybersecurity.** Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or



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failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at [www.eaton.com/assemblies-security](http://www.eaton.com/assemblies-security) (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

**Force Majeure.** Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 or any future pandemic or epidemic for reasons not attributable to Seller.

**Liquidated Damages.** Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

**Patent Infringement.** Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

**Compliance with OSHA.** Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

**Limitation of Liability.** THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

**Distributors and Third-Party Agents.** In order to ensure that distributors and third party agents acting on behalf of Seller share Seller's commitment to doing business right, all distributors and agents shall abide by Seller's [Anticorruption Policy](#).

Eaton Corporation.  
1000 Cherrington Parkway Moon Township, PA 15108 United States  
Tel: 1-800-525-2000  
[Eaton.com](http://Eaton.com)

## Limited Warranty

(Valid only in U.S.A., Canada, Puerto Rico, and the Caribbean)

Lutron Electronics Co., Inc. or Lutron Electronics Canada, Inc. ("Lutron") respectively warrants to the original end-user purchaser that its new Lutron product ("Product") will be free from manufacturing defects for one (1) year from the date of purchase. Unless otherwise prohibited by law, this limited warranty applies only to Products that were purchased from a Lutron authorized seller as Lutron cannot control the quality of Products sold by unauthorized sellers. Lutron reserves the right to reject warranty claims from purchasers for Products purchased from unauthorized sellers, including unauthorized internet sites. This limited warranty does not cover any defects due to normal wear and tear, damage due to misuse, abuse, alteration to the Product, improper wiring or installation, or negligence.

If a claim is made under this limited warranty and, after investigation by Lutron, proves to be valid, Lutron will, at its sole option, either repair or replace the defective Product. Purchasers who wish to make a claim based upon a Product defect should email Lutron at support@lutron.com or call 1.844.LUTRON1. Please note that purchasers will be required to provide a description of any claimed defect(s) and a dated proof of purchase from the Lutron-authorized seller may be requested to verify warranty eligibility. Lutron reserves the right to request other information and evidence reasonably required to verify warranty eligibility.

Any Product believed to be defective as covered by this limited warranty may not be returned for warranty service without prior authorization from Lutron. If your request for warranty service is approved, you will then need to return the Product to the place of purchase or mail the Product to Lutron at 7200 Suter Rd., Coopersburg, PA 18036-1299, postage pre-paid.

**APPLICABLE ONLY IN THE UNITED STATES: THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL LUTRON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

Job Name: <b>CMS</b>	Model Numbers: <b>DVSCSTV-YY4</b>	
Job Number: <b>22034</b>		



APPLICABLE ONLY IN CANADA: TO THE EXTENT THAT APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC) PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, THE DURATION OF ANY APPLICABLE IMPLIED WARRANTY OR CONDITION IS LIMITED TO THE PERIOD SPECIFIED FOR THE EXPRESS WARRANTY ABOVE. SOME JURISDICTIONS (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL LUTRON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT OR STRICT LIABILITY. SOME JURISDICTIONS (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCT IS FOR THE SOLE PURPOSE OF IDENTIFYING IT AND SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY.

If you have any questions about whether a seller is authorized, call us at 1.844.LUTRON1 or email us at [ecommerce@lutron.com](mailto:ecommerce@lutron.com). This warranty statement supersedes any warranty statement that may be included with printed materials accompanying the Product.

If you would like a physical copy of this Limited Warranty, feel free to print this webpage, call our Customer Service team at 1.844.LUTRON1, or write us at Lutron at 7200 Suter Rd., Coopersburg, PA 18036-1299, and we will be happy to send you a copy.

Effective: 02/01/2023

## Worldwide Technical and Sales Assistance

If you have questions concerning the installation or operation of these products, call the Lutron Technical Support Center. Please provide exact model number when calling.

U.S.A., Canada, and the Caribbean

Phone 1.800.523.9466

Fax +1.610.282.1243

Mexico

+1.888.235.2910

Central/South America

+1.610.282.6701

If you have questions concerning sales assistance, call Customer Service

U.S.A., Canada, and the Caribbean

Phone 1.844.LUTRON1

Fax +1.610.282.3090

Other countries call +1.610.282.3800

Visit our website: [www.lutron.com](http://www.lutron.com)

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 SPECIFICATION SUBMITTAL

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Job Name:	Model Numbers:	
CMS	DVSCSTV-YY4	
Job Number: 22034		

## Garantie limitée

(Valable seulement aux États-Unis, au Canada, à Porto Rico et aux Caraïbes)

Lutron Electronics Co., Inc. ou Lutron Electronics Canada, Inc. (« Lutron ») garantit respectivement à l'acheteur final initial que son nouveau produit Lutron (« Produit ») sera exempt de défauts de fabrication pendant un (1) an à compter de la date d'achat. Sauf interdiction légale contraire, cette garantie limitée s'applique uniquement aux Produits achetés auprès d'un vendeur autorisé Lutron, Lutron ne pouvant pas contrôler la qualité des Produits vendus par des vendeurs non autorisés. Lutron se réserve le droit de rejeter les réclamations au titre de la garantie des acheteurs pour les Produits achetés auprès de vendeurs non autorisés, y compris sur des sites Internet non autorisés. Cette garantie limitée ne couvre pas les défauts dus à l'usure normale, aux dommages dus à une mauvaise utilisation, à un abus, à une altération du Produit, à un câblage ou à une installation incorrects ou à une négligence.

Si une réclamation faite en vertu de cette garantie limitée s'avère valable après enquête de Lutron, la société réparera ou remplacera le Produit défectueux à sa seule discrétion. Les acheteurs qui souhaitent faire une réclamation fondée sur un défaut du Produit doivent envoyer un courriel à Lutron à [support@lutron.com](mailto:support@lutron.com) ou appeler le 1.844.LUTRON1. Veuillez noter que les acheteurs devront fournir une description de tout défaut allégué et qu'une preuve d'achat datée du vendeur autorisé par Lutron peut être demandée pour vérifier l'éligibilité à la garantie. Lutron se réserve le droit de demander d'autres informations et preuves raisonnablement nécessaires pour vérifier l'éligibilité à la garantie.

Tout Produit considéré comme défectueux tel que couvert par cette garantie limitée ne peut être retourné pour le service de garantie sans l'autorisation préalable de Lutron. Si votre demande de service de garantie est approuvée, vous devrez alors retourner le produit au lieu d'achat ou envoyer le produit par la poste à Lutron au 7200 Suter Rd., Coopersburg, PA 18036-1299, port payé.

**APPLICABLE UNIQUEMENT AUX ÉTATS-UNIS : AUCUNE GARANTIE NE S'ÉTEND AU-DELÀ DE CELLES ÉNONCÉES DANS LES PRÉSENTES. TOUTES LES GARANTIES IMPLICITES QUI PEUVENT S'APPLIQUER AUX PRODUITS, Y COMPRIS LES GARANTIES IMPLICITES DE QUALITÉ MARCHANDE OU D'ADÉQUATION À UN USAGE PARTICULIER, SONT LIMITÉES À LA DURÉE DE LA PRÉSENTE GARANTIE. CERTAINS ÉTATS N'AUTORISENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE, AUSSI LA LIMITATION CI-DESSUS PEUT NE PAS S'APPLIQUER À VOUS. LUTRON NE POURRA EN AUCUN CAS ÊTRE TENU RESPONSABLE DES DOMMAGES SPÉCIAUX, ACCESSOIRES OU CONSÉCUTIFS FONDÉS SUR LA VIOLATION DE LA PRÉSENTE GARANTIE LIMITÉE, LA RUPTURE DE CONTRAT OU LA RESPONSABILITÉ STRICTE. CERTAINS ÉTATS NE PERMETTENT PAS L'EXCLUSION OU LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS, LA LIMITATION OU L'EXCLUSION CI-DESSUS PEUT NE PAS S'APPLIQUER À VOUS. CETTE GARANTIE VOUS DONNE DES DROITS SPÉCIFIQUES, ET VOUS POUVEZ AVOIR D'AUTRES DROITS VARIANT D'UN ÉTAT À L'AUTRE.**

Nom du projet :	Numéros de modèles :	
CMS	DVSCSTV-YY4	
Numéro du projet : 22034		

**APPLICABLE UNIQUEMENT AU CANADA : DANS LA MESURE OÙ LA LOI APPLICABLE (QUI PEUT INCLURE LA PROVINCE DE QUÉBEC) INTERDIT L'EXCLUSION DES GARANTIES OU DES CONDITIONS IMPLICITES, LA DURÉE DE TOUTE GARANTIE OU CONDITION IMPLICITE APPLICABLE EST LIMITÉE À LA PÉRIODE SPÉCIFIÉE POUR LA GARANTIE EXPRESSE CI-DESSUS. CERTAINES JURIDICTIONS (QUI PEUVENT INCLURE LA PROVINCE DE QUÉBEC) N'AUTORISENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE, AUSSI LA LIMITATION CI-DESSUS PEUT NE PAS ÊTRE APPLICABLE DANS VOTRE CAS. LUTRON NE POURRA EN AUCUN CAS ÊTRE TENU RESPONSABLE DES DOMMAGES SPÉCIAUX, ACCESSOIRES OU CONSÉCUTIFS FONDÉS SUR LA VIOLATION DE LA PRÉSENTE GARANTIE LIMITÉE, LA RUPTURE DE CONTRAT OU LA RESPONSABILITÉ STRICTE. CERTAINES JURIDICTIONS (QUI PEUVENT INCLURE LA PROVINCE DE QUÉBEC) NE PERMETTENT PAS LA LIMITATION DE LA DURÉE D'UNE GARANTIE IMPLICITE OU L'EXCLUSION OU LA LIMITATION DES DOMMAGES DIRECTS OU INDIRECTS, LES LIMITATIONS CI-DESSUS PEUVENT DONC NE PAS S'APPLIQUER À VOUS. CETTE GARANTIE VOUS DONNE DES DROITS SPÉCIFIQUES, ET VOUS POUVEZ ÉGALEMENT AVOIR D'AUTRES DROITS VARIANT D'UNE JURISDICTION À L'AUTRE. TOUTE DESCRIPTION ORALE OU ÉCRITE DU PRODUIT A POUR SEUL BUT DE L'IDENTIFIER ET NE DOIT PAS ÊTRE INTERPRÉTÉE COMME UNE GARANTIE EXPRESSE.**

Si vous souhaitez confirmer qu'un vendeur est bien autorisé, appelez-nous au 1.844.LUTRON1 ou envoyez-nous un courriel à [ecommerce@lutron.com](mailto:ecommerce@lutron.com). Cette déclaration de garantie remplace toute déclaration de garantie pouvant être incluse avec les documents imprimés accompagnant le Produit.

Si vous souhaitez obtenir une copie physique de cette garantie limitée, imprimez cette page Web, contactez notre équipe du service client au 1.844.LUTRON1 ou écrivez à Lutron au 7200 Suter Rd., Coopersburg, PA 18036-1299, États-Unis. Nous serons heureux de vous la faire parvenir.

En vigueur : le 01/02/2023

### Assistance commerciale et technique mondiale

Pour toute question concernant l'installation ou le fonctionnement de ces produits, appelez le centre d'assistance technique de Lutron. Veuillez fournir le numéro exact du modèle lorsque vous appelez.

États-Unis, Canada, et les Caraïbes  
Téléphone 1.800.523.9466  
Fax +1.610.282.1243

Mexique  
+1.888.235.2910

Amérique Centrale/du Sud  
+1.610.282.6701

Si vous avez des questions concernant l'assistance commerciale, appelez le service client

États-Unis, Canada, et les Caraïbes  
Téléphone 1.844.LUTRON1  
Fax +1.610.282.3090

Autres pays, appelez le +1.610.282.3800

Visitez notre site Internet : [www.lutron.com](http://www.lutron.com)

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Nom du projet :	Numéros de modèles :	
<input type="text" value="CMS"/>	<input type="text" value="DVSCSTV-YY4"/>	<input type="text"/>
Numéro du projet <input type="text" value="22034"/>	<input type="text"/>	<input type="text"/>



## Garantía limitada

(Válida sólo en E.U.A., Canadá, Puerto Rico y el Caribe.)

Lutron Electronics Co., Inc. o Lutron Electronics Canada, Inc. ("Lutron"), respectivamente, garantizan al comprador usuario final original que su nuevo producto de Lutron ("Producto") estará libre de defectos de fabricación durante un (1) año a partir de la fecha de compra. A menos que la ley lo prohíba, esta garantía limitada rige solamente para los productos que fueron adquiridos a un vendedor autorizado de Lutron, ya que Lutron no puede controlar la calidad de los productos vendidos por vendedores no autorizados. Lutron se reserva el derecho de rechazar las reclamaciones de garantía de compradores por productos adquiridos a vendedores no autorizados, incluidos los sitios de Internet no autorizados. Esta garantía limitada no cubre ningún defecto debido al uso y desgaste normales, daños debidos al mal uso, abuso, alteración del producto, conexión o instalación inadecuadas o negligencia.

Si se efectuara una reclamación bajo esta garantía limitada y, luego de una investigación por parte de Lutron se demostrara que es válida, Lutron, a su exclusivo criterio, reparará o reemplazará el producto defectuoso. Los compradores que desearan presentar una reclamación basada en un defecto del producto deberán enviar un correo electrónico a Lutron a [support@lutron.com](mailto:support@lutron.com) o llamar al 1.844.LUTRON1. Tenga en cuenta que los compradores deberán proporcionar una descripción de cualquier defecto reclamado y se podría solicitar una prueba de compra fechada del vendedor autorizado de Lutron para verificar la elegibilidad de la garantía. Lutron se reserva el derecho de solicitar información adicional y evidencias razonablemente necesarias para verificar la elegibilidad de la garantía.

Cualquier producto que se considere defectuoso según lo cubierto por esta garantía limitada no puede retornarse para un servicio de garantía sin la autorización previa de Lutron. Si su solicitud de servicio de garantía fuera aprobada, deberá retornar el producto al lugar de compra o enviarlo por correo a Lutron en 7200 Suter Rd., Coopersburg, PA 18036-1299, franqueo prepago.

**APLICABLE ÚNICAMENTE EN LOS ESTADOS UNIDOS: NO HAY GARANTÍAS QUE SE EXTENDAN MÁS ALLÁ DE LAS ESTABLECIDAS EN EL PRESENTE DOCUMENTO. CUALQUIER GARANTÍA IMPLÍCITA QUE PUDIERA SER APLICABLE A LOS PRODUCTOS, INCLUIDAS LAS GARANTÍAS IMPLÍCITAS DE COMERCIALIZACIÓN O IDONEIDAD PARA UN PROPÓSITO EN PARTICULAR, ESTÁ LIMITADA EN DURACIÓN A LA DURACIÓN DE ESTA GARANTÍA. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES EN LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA, POR LO QUE LA LIMITACIÓN ANTERIOR PODRÍA NO REGIR PARA USTED. BAJO NINGUNA CIRCUNSTANCIA LUTRON SERÁ RESPONSABLE DE CUALQUIER DAÑO ESPECIAL, INCIDENTAL O CONSECUENTE BASADO EN EL INCUMPLIMIENTO DE ESTA GARANTÍA LIMITADA, INCUMPLIMIENTO DE CONTRATO O RESPONSABILIDAD ESTRICTA. ALGUNOS ESTADOS NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE LOS DAÑOS INCIDENTALES O CONSECUENTES, POR LO QUE LA LIMITACIÓN O EXCLUSIÓN ANTERIOR PODRÍA NO REGIR PARA USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS, Y USTED PODRÍA TENER OTROS DERECHOS QUE VARÍAN DE ESTADO EN ESTADO.**

Nombre del trabajo:	Números de modelo:
<div>CMS</div>	<div>DVSCSTV-YY4</div>
Número del trabajo: <div>22034</div>	

**APLICABLE ÚNICAMENTE EN CANADÁ: EN LA MEDIDA EN QUE LA LEY APLICABLE (QUE PUEDE INCLUIR LA PROVINCIA DE QUEBEC) PROHÍBA LA EXCLUSIÓN DE GARANTÍAS O CONDICIONES IMPLÍCITAS, LA DURACIÓN DE CUALQUIER GARANTÍA O CONDICIÓN IMPLÍCITA APLICABLE SE LIMITA AL PERÍODO ESPECIFICADO PARA LA GARANTÍA EXPRESA ANTERIOR. ALGUNAS JURISDICCIONES (QUE PUEDEN INCLUIR LA PROVINCIA DE QUEBEC) NO PERMITEN LIMITACIONES SOBRE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA, POR LO QUE LA LIMITACIÓN ANTERIOR PODRÍA NO SER APLICABLE EN SU CASO. BAJO NINGUNA CIRCUNSTANCIA LUTRON SERÁ RESPONSABLE DE CUALQUIER DAÑO ESPECIAL, INCIDENTAL O CONSECUENTE BASADO EN EL INCUMPLIMIENTO DE ESTA GARANTÍA LIMITADA, INCUMPLIMIENTO DE CONTRATO O RESPONSABILIDAD ESTRICTA. ALGUNAS JURISDICCIONES (QUE PUEDEN INCLUIR LA PROVINCIA DE QUEBEC) NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE LOS DAÑOS INCIDENTALES O CONSECUENTES, POR LO QUE LA LIMITACIÓN O EXCLUSIÓN ANTERIOR PODRÍA NO REGIR PARA USTED. ESTA GARANTÍA LE BRINDA DERECHOS LEGALES ESPECÍFICOS, Y USTED PUEDE ASIMISMO CONTAR CON OTROS DERECHOS QUE VARÍAN DE JURISDICCIÓN EN JURISDICCIÓN. CUALQUIER DESCRIPCIÓN ORAL O ESCRITA DEL PRODUCTO TIENE EL ÚNICO PROPÓSITO DE IDENTIFICARLO Y NO DEBERÁ INTERPRETARSE COMO UNA GARANTÍA EXPRESA.**

Si tiene alguna pregunta sobre si un vendedor está autorizado, llámenos al 1.844.LUTRON1 o envíenos un correo electrónico a [ecommerce@lutron.com](mailto:ecommerce@lutron.com). Esta declaración de garantía reemplaza cualquier declaración de garantía que pudiera estar incluida con los materiales impresos que acompañan al producto.

Si quisiera una copia física de esta garantía limitada, no dude en imprimir esta página web, llamar a nuestro equipo de Atención al cliente al 1.844.LUTRON1 o escribir a Lutron en 7200 Suter Rd., Coopersburg, PA 18036-1299, y nos complacerá enviarle una copia.

Efectivo: 01/02/2023

### Asistencia técnica y de ventas en todo el mundo

Si tuviera preguntas acerca de la instalación u operación de estos productos, llame al Centro de Asistencia Técnica de Lutron. Cuando llame indique el número exacto del modelo.

E.U.A., Canadá y el Caribe  
Teléfono 1.800.523.9466  
Fax +1.610.282.1243

México  
+1.888.235.2910

América Central y del Sur  
+1.610.282.6701

Si tuviera preguntas sobre la asistencia de ventas, llame al Servicio al Cliente

E.U.A., Canadá y el Caribe  
Phone 1.844.LUTRON1  
Fax +1.610.282.3090

Desde otros países llame al +1.610.282.3800

Visite nuestro sitio Web: [www.lutron.com](http://www.lutron.com)

El logotipo de Lutron y Lutron son marcas comerciales o marcas comerciales registradas de Lutron Electronics Co., Inc. en E.U.A. y/o en otros países.

**LUTRON** DOCUMENTO DE ESPECIFICACIONES

Página **6**

Nombre del trabajo: <b>CMS</b>	Números de modelo: <b>DVSCSTV-YY4</b>	
Número del trabajo: <b>22034</b>		



**STATEMENT OF LIMITED WARRANTY  
FOR ACUITY BRANDS LIGHTING, INC  
LED/OLED COMMERCIAL PRODUCTS  
09.01.2022**

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its commercial LED/OLED fixtures, including the LED arrays and the drivers and integral control devices ("Product(s)") to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from Acuity's facilities (the "General Warranty"). For Products with embedded ultraviolet (UV) based devices that are not separable from the fixture(s), this Limited Warranty shall apply to both the UV based devices and the Products, but the Warranty Period shall be reduced to two (2) years from the date of shipment from Acuity's facilities. Acuity further warrants that, for one (1) year, the functionality of the firmware embedded in the Product(s) ("Product Firmware") will conform in all material respects to the Product documentation available at the start of the warranty period. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 10% or more of the individual light emitting diodes in the Product(s) fail to illuminate.

For installed Rough Service Product(s), Acuity warrants that, for the lifetime of the Product(s), the polycarbonate lens and/or polycarbonate housing will withstand breakage resulting from occasional physical abuse and rough handling (the "Rough Service Warranty"), notwithstanding the vandalism exclusion set forth below.

This Limited Warranty only covers Product function and does not cover existing building systems and/or network performance of any Product(s) or re-programming or field adjustments of any Product(s) done by anyone that has not been authorized or certified in writing by Acuity. Acuity does not warrant the security of any Product(s). Product(s) that are identified by Acuity as requiring on-site commissioning will only be covered by this Limited Warranty if commissioned by Acuity authorized personnel. Warranty coverage shall not apply to any equipment or integration services of another manufacturer used in conjunction with Acuity Product(s) or where Acuity-authorized cables are not used. This Limited Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to residential product(s) provided by Acuity, all of which are governed by separate limited warranty terms.

Except as otherwise set forth herein, ballasts, lamps, emergency batteries/invertors, vandal resistant product, poles, replaceable consumables (such as batteries), computer hardware, mobile computing devices, third party gear, commissioning systems, and components specified by others are excluded from this Limited Warranty. Ultraviolet (UV) based devices that are separable from the Product (s) are warranted separately; and the terms of such warranties are located at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>. Manufacturers of third-party ballasts, lamps, emergency batteries/invertors and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Applicable manufacturers shall be solely responsible for the costs related to any claims associated with any such third-party devices. Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, if available, may be obtained from an authorized Acuity post-sales or customer service representative. Distech Controls® and eldoLED® products are warranted separately and are not covered by this Limited Warranty.

Additionally, software (other than firmware), mobile apps, commissioning services, installation services, remote programming, and other professional services are excluded from this Limited Warranty. Services provided by Acuity are warranted separately; and the terms of such warranties are located at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>. Applicable third-party service providers are solely responsible for the costs related to any claims associated with any such third-party services. Access to software and mobile apps associated with the Product(s) may be subject to the terms of an End-User License Agreement or Terms and Conditions of Use ("EULA") and, if applicable, warranty terms applicable for such software and mobile apps are set forth in the applicable EULA.

This Limited Warranty applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures. Acuity will not be responsible under this Limited Warranty for any failure of the Product(s) that results from external causes such as: acts of nature, including but not limited to harmonic oscillation/winds, ice, or other related storm activity; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); external site conditions, including but not limited to: accumulation of debris (natural or otherwise), heavy tree cover, cellular, satellite or radio interference; environmental conditions, including but not limited to: exposure to harsh, corrosive, non-condensing humidity conditions, marine or humidity conditions; vandalism; terroristic acts; fire; power failure, overheating, improper power supply, power surges or dips, and/or excessive switching; induced vibration; harmonic oscillation, or resonance associated with movement of air currents around Product(s); animal or insect activity; fault or negligence of purchaser, any end-user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized access, use, installation, handling, storage, alteration, removal of components, testing, troubleshooting, maintenance or service; removal or interference with the tamper proof label indicating unauthorized opening of the unit; any housing, arm or gasket pierced for any reason; failure to abide by any product classifications or certifications; failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; failure of the end-user to provide full and complete requested data; use of the Product(s) with products,





**STATEMENT OF LIMITED WARRANTY  
FOR ACUITY BRANDS LIGHTING, INC  
LED/OLED COMMERCIAL PRODUCTS  
09.01.2021**

processes or materials supplied by any end-user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Limited Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect, or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, roofs, buildings, anchorages or structures, the end-user is solely responsible for the structural integrity of such existing foundations, roofs, buildings, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing (as applicable) must be kept by the end-user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Limited Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing or cracking, as yellowing and/or cracking may naturally occur over time due to normal aging. The Product(s) are not warranted against: cosmetic problems or defects that result from normal wear and tear under ordinary use and that do not affect the performance or use of the Product(s); nor are the Products warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design; or failures of Acuity Product(s) resulting from installation or use of aftermarket third party supplied products, components, materials, software, services, telecommunications equipment, networks or the Internet. Acuity does not warrant that the Product(s) meet the applicable project requirements for performance, legality, safety, security, suitability, or effectiveness for use in a particular application. In no event will Acuity be responsible for any loss resulting from any application in which the Product(s) are used including any fines or penalties resulting from illegal use. Modifications/upgrades to Product Firmware that may be required to address changes in laws or regulations are outside the scope of this Limited Warranty. Product Firmware modifications/upgrades that result in changes to functionality to the Product are also outside the scope of this Limited Warranty.

The determination of whether any Product(s) fail to comply with the terms of this Limited Warranty shall be made by Acuity in its sole discretion, with consideration given to the overall performance of the Product(s) as compared to the expected performance per the applicable spec sheet. If the Product(s) are within the Warranty Period, Acuity has received payment in full for the Product(s), and Acuity determines to its satisfaction that the Product(s) fail to comply with the terms of this Limited Warranty, Acuity, at its option, will (a) with respect to defects in material and workmanship service, repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s), which may differ in appearance from the original or (b) with respect to non-conformances of the Product Firmware, will make available for installation a patch to be installed by the end-user within a commercially reasonable time frame to remedy the non-conformance. If the patch is not installed within a commercially reasonable time frame, the Limited Warranty will no longer apply with respect to such non-conformances. Acuity reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured Product(s) or parts in the warranty repair or replacement process. For purposes of clarity, this Limited Warranty does not include any removal, commissioning, programming, or reinstallation costs or expenses, including without limitation any labor costs, equipment or other expenses required to remove and/or reinstall original or replacement Product(s) and/or parts. This Limited Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end-user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end-user.

The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Limited Warranty and does not extend the Warranty Period. Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs, expenses, or damages that may occur in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the end-user so long as Acuity has sole control over all aspects of shipment, including but not limited to Acuity shipping directly to the end-user. In no event will Acuity accept any other charges related to shipment by any other party. Replacement Product(s) and/or parts provided under the terms of this Limited Warranty are warranted for the remainder of the Warranty Period as if such Product(s) and/or parts were the original components.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Limited



**STATEMENT OF LIMITED WARRANTY  
FOR ACUITY BRANDS LIGHTING, INC  
LED/OLED COMMERCIAL PRODUCTS  
09.01.2021**

Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the Warranty Period specified above. Acuity shall not be liable for damages caused by any delays involving warranty services.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES,

LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance. If there is any conflict or inconsistency between the English language version of this Limited Warranty and any version translated into any other language, the English language version shall prevail. Trademarks referenced are trademarks of Acuity Brands Lighting, Inc. and if marked with the ® symbol are registered in the U.S. and may be registered in other countries.

This Limited Warranty shall be construed and enforced in the accordance with the laws of the State of Georgia and the applicable laws of the United States.

**NOTE:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. 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 limitations or exclusions may not apply to you.

**NOTE:** Acuity Brands is not a lighting specifier, and product recommendations for any lighting design project are for informational purposes only, without any warranty as to accuracy, completeness, legality for use in a particular application, or otherwise.

**NOTE:** The Product(s) must be returned within ten (10) days after receiving the return authorization number and the shipping box must be clearly marked with the return authorization number. Failure to follow this procedure will delay any potential warranty resolution. Product(s) returned without a valid return authorization number will either be refused or returned to sender at sender's expense. NO PRODUCT RETURNS WILL BE ACCEPTED BY ACUITY IF NOT ACCOMPANIED BY A VALID RETURN AUTHORIZATION NUMBER.

