

ACCUCOLOR EASY™ GROUT LIMITED LIFETIME WARRANTY

Subject to the conditions and limitations stated in this document, Specialty Construction Brands, Inc. ("SCB") warrants that the TEC® AccuColor Easy™ Grout ("Grout") will resist cracking in up to ¼" grout joints, color fading and most common household stains (except those caused by a corrosive material) when properly installed according to package instructions using SCB approved materials. This warranty does not cover general wear and tear of the Grout, and does not eliminate the need for routine maintenance and cleaning of the Grout. This Limited Warranty is non-transferable.

In the event of a stain on the Grout, SCB will provide the recommended procedure for removing the stain. If the stain is not resolved, or in the event of color fading or cracking of Grout, SCB will, at its option, provide replacement Grout or refund the purchase price.

SCB is not responsible for structural failure or workmanship not in accordance with its manufacturer's instructions and the applicable industry standards. SCB is not responsible for normal wear and tear resulting from usage.

This warranty applies when the following conditions are met:

1. AccuColor Easy™ Grout has been installed according to SCB's manufacturer instructions as provided on packaging;
2. any cracking of Grout is not due to substrate movement or failure;
3. a stain on the Grout is not caused by a corrosive material;
4. any stain, color fading or cracking of the Grout is reported in writing to SCB (C/O Technical Support Department, 315 S. Hicks Rd., Palatine, IL 60067) or the seller within fifteen (15) days of the incident causing the stain, color fading or cracking;
5. the Purchaser of the AccuColor Easy™ Grout provides to SCB detailed information about the type of Grout stain;
6. the Purchaser provides information to SCB sufficient to determine the approximate length in inches of Grout stain, color fading, or cracking;
7. the Purchaser provides to SCB written proof of purchase, such as a store receipt.

Warranty Claims. To make a claim, purchaser shall notify SCB within 15 days of the incident, in writing, of the alleged defect along with proof of purchase. Purchaser shall allow SCB a reasonable opportunity to review and investigate the alleged defect. For any valid claim presented under this Limited Warranty, SCB will provide the Purchaser with the replacement or refund remedy described above.

WARRANTIES DISCLAIMED – THE LIMITED WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. TO THE EXTENT ALLOWED BY LAW, SCB DISCLAIMS ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH SCB MAY HAVE SUGGESTED THE GROUT FOR A PARTICULAR APPLICATION, IT IS THE RESPONSIBILITY OF THE PURCHASER TO ENSURE, THROUGH APPROPRIATE PROFESSIONAL EVALUATION, THE SUITABILITY OF THE GROUT AND ALL ASSOCIATED BUILDING MATERIALS ENUMERATED IN SCB'S WRITTEN SPECIFICATIONS, FOR THE PURCHASER'S INTENDED USE AND PURPOSE. THE PURCHASER ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. THIS LIMITED WARRANTY DOES NOT COVER STAINS CAUSED BY CORROSIVE MATERIALS, OR CRACKS IN GROUT JOINTS OVER ¼".

LIMITATION OF REMEDIES AND DAMAGES – THE REPLACEMENT OR REFUND REMEDY STATED IN THIS LIMITED WARRANTY TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST SCB, AND IT IS THE ONLY REMEDY AGAINST SCB AVAILABLE TO THE PURCHASER OR TO ANY OTHER PARTY. IN NO EVENT WILL SCB BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF, OR CONNECTED WITH, THE ACCUCOLOR EASY™ GROUT OR ANY COMPONENTS OF THE SYSTEM IN WHICH IT IS APPLIED. TO THE EXTENT ALLOWED BY LAW, SCB WILL NOT BE RESPONSIBLE FOR THE SUITABILITY OF THE GROUT OR THE SYSTEM FOR ANY USE OR MISUSE OF THE GROUT OR THE SYSTEM, REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) USED TO MAKE A CLAIM. IN NO EVENT WILL SCB BE OBLIGATED TO PAY DAMAGES IN ANY AMOUNT EXCEEDING THE ORIGINAL PRICE OF THE GROUT SHOWN TO BE DEFECTIVE.

Prior to pursuing any legal remedy, any and all claims, disputes, differences or disagreements between SCB and the Owner, arising out of or relating to this Warranty which cannot be amicably settled between the parties, will be submitted to arbitration under the Rules of the American Arbitration Association then in effect.

Complete Agreement. This Warranty completely replaces and supercedes any prior oral or written warranty agreements or representations relative to the Grout or the application of such Grout. No one other than an officer or general manager of SCB is authorized to change this Warranty or any of its provisions.

Limited Warranty



SPECIALTY CONSTRUCTION BRANDS, INC.

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