

Warranty - Textura™ Thermosaics

(5-year Commercial structural)

This warranty is designed to cover Sustainable Materials' Textura THERMOSAICS products.

Sustainable Materials LLC guarantees Textura THERMOSAICS tiles against manufacturing defects and structural integrity for five (5) years under normal conditions in a commercial installation. Sustainable Materials further guarantees that the finish applied on the Textura THERMOSAICS panels will not wear through or separate from the wood beneath for twenty-five (25) years under normal conditions in a commercial application.

Textura THERMOSAICS is flammable and its use near an important heating source (such as a gas fireplace, solid burning appliances, slow burning stove) is not recommended. Please check the latest construction regulations or the nearest fire department in your locality. In most cases, the use of decorative wood walls is forbidden near these heating sources. If no available information, please consult the USA by the National Fuel Gas Code, ANSI Z223.1 for solid fuel-burning appliances or the norm for gas installation.

A Textura THERMOSAICS tile with glue applied to its back or an installed tile is deemed accepted and cannot be claimed under warranty. It is important that product installed on corners are protected with vertical molding. If, by chance, any pieces are knocked off the backer during transport, re-affix the pieces onto the wall during the assembly with the recommended adhesive. Given the nature of wood, Textura THERMOSAICS tiles will exhibit color variations from one piece to the next, and across the pieces within a tile. We recommend that you arrange the tiles on the wall based on your personal layout preferences relative to the color of the material supplied. Such variations may not be claimed under warranty.

Before installing a tile, check the fit prior to installing the tile into the adhesive. If a tile does not line up properly, attempt to re-position it in another area. If the Textura™ THERMOSAICS tiles once again fail to line up properly, please contact Sustainable Materials for a replacement, should not enough material overage have been ordered.

Limited Warranty-

Sustainable Materials warrants that the Textura THERMOSAICS sold under this Warranty is, at the time of sale, free of defects in material and manufacturing.

Sustainable Materials installation instructions **must** be followed as a condition to this warranty. These instructions can be obtained from either your Sustainable Materials Representative, your product supplier, or directly from Sustainable Materials (information below). The Sustainable Materials warranty covers the original purchaser to which the Textura THERMOSAICS material was sold during the Sustainable Materials Warranty Period.

This warranty does not cover damage or defects (herein referred to as "**exclusions**") resulting from, or in any way caused by:

- Improper storage, handling, or installation of Sustainable Materials Textura™ THERMOSAICS (includes improper installation of substructure/subsurface material and its' preparation).
- Misuse, negligence, lack of maintenance, application of solvents (including corrosives or other chemicals), presence of abrasives (such as sand, pebbles, rocks etc.), color changes, fading, or damage caused by the sun, etc.
- Moisture problems at site (includes wall moisture, relative humidity outside the range of 30-70%, leaks, flooding, rain penetration, cleaning with excessive water, etc.)



- Movement or settling of the structure or substructure material to which the panels are attached.
- Natural catastrophic events or events beyond the control of the manufacturer.
- Installation of tiles with visual defects. As with any natural product, slight variations and inconsistencies inherent in the product occur (such as minor surface imperfections) and are considered normal and acceptable within the product's manufacturing guidelines. If unacceptable tiles are found prior to or

during the installation they are NOT to be installed and should be set aside. All tiles must be thoroughly reviewed and assessed for strip adhesion or any other possible defect prior to the installation – installation of tiles with visually unacceptable defects is not a warrantable claim.

If these requirements are not met Sustainable Materials will have no obligation to remedy any non-conformity. Sustainable Materials further reserves the right to inspect any wall covering under claim prior to authorizing its' replacement of product.

If a problem arises with Sustainable Materials' Textura THERMOSAICS, the owner of the product must notify Sustainable Materials within 10 days of the discovery of any non-conformity through written notice. The written notice must describe the situation thoroughly and include the location, installation date, and installers' name and contact information. The owner must give Sustainable Materials a reasonable amount of time to inspect the product and installation prior to any subsequent repair efforts. Sustainable Materials, using their discretion, will replace the non-conforming product at their cost, or refund the material purchase price to the owner. Sustainable Materials' warranty only covers material, not the labor to install or remove material.

These remedies shall be the exclusive and sole remedies for any breach of warranty.

Warranty Disclaimer

The above warranty is the exclusive and sole express warranty given by Sustainable Materials for its' products. It supersedes any prior, contrary or additional representations, whether oral or written. Any implied warranties, including Warranty of Merchantability, or any Warranty of Fitness of a Particular Purpose, are limited in duration to the warranty period for Sustainable Materials' express warranty, above. (Not applicable in all states)

Exclusion of Incidental and Consequential Damages

In no event shall Sustainable Materials be liable for any incidental, special, indirect or consequential damages, whether resulting from delayed or non-delivery or from the use, misuse, or inability to use the product or from defects in the product or from Sustainable Materials' own negligence. (Not applicable in all states)

With any questions, or for this in a digital format, contact:

Sustainable Materials LLC 5403 Western Ave #C Boulder, CO 80301

Tel: (720) 449-3063

PH: (720) 449-3063

e-mail: info@sustainablematerials.com

Website: http://www.sustainablematerials.com