



DETEC SYSTEMS LIMITED WARRANTY

LIMITED WARRANTY

The manufacturer warrants to the original purchaser that the TruGround Conductive Primer will be free from defects in material and workmanship under normal use, subject to the terms and conditions set forth herein.

This warranty does not cover defects caused by misuse, abuse, negligence, alterations, environmental conditions, improper installation, storage and handling, or defects or damages caused by accidents, fire or other casualty, acts of God, or any other causes or occurrences beyond Detec Systems' control.

REPLACEMENT

Detec Systems may elect to replace any defective products covered by this warranty. The manufacturer reserves the right to substitute such product and it shall only be obligated to replace the TruGround Conductive Primer with such products as it is manufacturing at the time of replacement.

EXCLUSIONS AND OTHER CONDITIONS OF LIMITED WARRANTY

1. Without limiting the foregoing statements, this warranty specifically excludes the following types of damages or defects:

- (a) Damage as a result of using cleaning products that are not in accordance with the cleaning instructions recommended by Detec Systems
- (b) Damage resulting from application, or any other labor performed by applicators of the TruGround Conductive Primer
- (c) Damage resulting from improper care or application, excessive moisture content of the substrate, fungi and algae growth, mold, mildew, efflorescence or any bacteria or other organism on any surface, unsuitable or improperly prepared surfaces, or less than the recommended amount of the product applied as per label instructions
- (d) failure due to defective substrates or damage caused by impact of foreign objects
- (e) failure or damage caused by alteration of this product, misuse, improper storage, abuse or neglect
- (f) does not include any labor or cost for the application of TruGround Conductive Primer, and in all cases, the maximum liability of Detec Systems, if any, shall be limited to direct damages only in an amount not to exceed the original purchase price of the product.

2. The following conditions apply to any warranty claims made to Detec Systems:

- (a) Any claimed defects under this warranty are subject to inspection by the manufacturer and the final determination of the cause of any defects will be made by Detec Systems or its authorized representative.
- (b) In the event that any product covered by this warranty is not available, Detec Systems has the right to substitute products of equal grade and quality.
- (c) TruGround Conductive Primer must be applied in accordance with the manufacturer's recommendations, including but not limited to,
 - i. TruGround® must be stored and applied in temperatures above 45 degrees Fahrenheit/8 degrees Celsius;
 - ii. TruGround® must be thoroughly mixed for a minimum of 5 minutes using an electric mixer until the product is an even consistency;
 - iii. TruGround® must be applied to flat, smooth, clean, dry surfaces free from loose materials;

- iv. TruGround® must be dry prior to the installation of any assembly components above; and
- v. TruGround® must be approved by the membrane manufacturer. The applicator must confirm approval prior to installing the product.

3. THIS WARRANTY SHALL BECOME NULL AND VOID IF THE PRODUCTS ARE USED FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY ARE INTENDED AT THE TIME OF PURCHASE OR THE PRODUCTS ARE OTHERWISE ABUSED OR MISUSED.

4. Detec Systems will not be held responsible for delays caused by factors beyond its control (e.g., obstruction to or blockage of usual routes of transportation, unavoidable accidents, riots, natural disasters, vehicle shortages, prevention of labor, power shortages or lack of materials).

5. THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY ARE THE ONLY EXPRESS WARRANTIES EXTENDED BY DETEC SYSTEMS FOR THE PRODUCTS SOLD. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT PERMITTED BY LAW, IT IS EXPRESSLY AGREED THAT THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDIES FOR BREACH OF ANY WARRANTY PROVIDED IN THIS LIMITED WARRANTY ARE LIMITED TO THE RETURN OF THE PRODUCTS PURCHASED AND REIMBURSEMENT OF THE NET INVOICE PRICE, OR REPLACEMENT OF NON-CONFORMING PRODUCTS. DETEC SYSTEMS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LABOR EXPENSES, OCCURRING TO THE PURCHASER OR END USER'S PROPERTY OR BUSINESS. THE PURCHASE PRICE FOR TRUGROUND® IS A CONSIDERATION IN LIMITING DETEC SYSTEMS' LIABILITY UNDER THIS LIMITED WARRANTY.

NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS RELATING TO OR ARISING UNDER THIS LIMITED WARRANTY MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This warranty is only valid in the United States of America, Canada, Mexico, the United Kingdom, the European Union, Australia, and New Zealand. This warranty is not transferable, except in the case where the original purchaser is a building contractor or developer that purchased the products in the ordinary course of business for installation in a house, building or structure for sale to a third party. In such cases, the third party shall be considered the original purchaser and the date of delivery for purposes of determining the commencement of the warranty period shall be the date that the third party purchases the house, building or structure.

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