

## LIMITED WARRANTY

CAPITOL\* warrants the Product shown below will be free from manufacturing defects and will not breakdown or deteriorate under normal use, provided that the Product was properly applied within its applicable 1 – year shelf life and in accordance with Capitol's written guidelines, product data sheets and specifications found at www.capitolflooringproducts.com.

Product	Description of Use	<b>Warranty Period</b>
Capitol® AC-17 Latex Carpet Seam Sealer	Direct-Bond Installation	5-Year

**EXCLUSIVE REMEDIES:** If a flooring installation fails as a direct result of a manufacturing defect of this Product, Capitol will pay the reasonable costs for materials and, when installed by a professional installer, Capitol will pay reasonable labor for the repair or replacement of the defective area, as determined in Capitol's' sole discretion. The Product is warranted provided the initial flooring installation was installed in accordance with Product instructions, the flooring manufacturer's instructions and industry standards. The determination of whether the Product is suitable for its intended use is solely the responsibility of the user of the Product.

Capitol reserves the right to be provided samples of the flooring, adhesive and surface preparation material and reserves the right to inspect any floor covering installation that is alleged to be defective prior to authorizing any claim. Any claim repaired or replaced without written authorization from Capitol will void the warranty. Capitol is not responsible for determining the compatibility between the Product, flooring and subfloor beyond what is stated in Capitol's' written literature.

**EXCLUSIONS AND DISCLAIMER OF WARRANTIES:** This warranty excludes, but is not limited to, improper workmanship, improper storage, defective products other than Capitol's products not sold as first quality, substrate irregularities or contamination, excessive moisture/alkalis, improper maintenance, damage or other harm that is not the result of the acts or omissions of Capitol. To qualify for the warranty, the batch number of the adhesive and purchase receipt must be supplied to Capitol. This warranty is non-transferrable and is the only remedy offered. Capitol assumes no responsibility for loss of use or any incidental or consequential damages.

THERE ARE NO IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**WARRANTY CLAIM PROCEDURES:** To qualify for the remedies described above, before the expiration of the warranty period shown, Capitol must be notified in writing and be provided with proof of purchase for the Product alleged to be defective. This limited warranty becomes null and void if the customer does not provide Capitol written notice within thirty (30) days of the discovery of any alleged deficiency.

## **SUBMIT CLAIMS TO:**

CAPITOL® Flooring Products
Attn: Technical Services Department
300 Cross Plains Boulevard
Dalton, GA 30722

Effective May 1, 2023 Supersedes all previous warranties