



## LIMITED WARRANTY

*Print this warranty, identify each product purchased, attach the proof of purchase, note the Batch Code and per product and keep these documents in your files for future reference.*

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](http://www.capitolflooringproducts.com).

Product	Description of Use	Warranty Period
Capitol® PS399 Universal+ Resilient Flooring & Carpet Tile Adhesive	Direct-Bond Installation	10-Year
	Double-Bond Installation	7-Year

**COVERAGE:** Capitol subject to the terms and conditions set forth below, warrants the product shown above 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 shelf life and in accordance with Capitol written guidelines, (a) Product Data Sheets and Specifications (b) governmental regulations, codes and standard industry practices. Capitol sole liability is to either supply new Capitol® product or refund the original purchase price. Visit [www.capitolflooringproducts.com](http://www.capitolflooringproducts.com) for product specific information.

**EXCLUSIVE REMEDIES:** If a Capitol product(s) is shown to be used in the installation and the product is proven defective within the applicable warranty period stated in this warranty, Capitols' sole remedy will be to offer Capitol replacement product/s, pay reasonable and substantiated material and labor costs for only that specific portion of the original installation requiring replacement, including flooring, not to exceed the per square foot cost of the original installation, as determined by Capitol® 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.

**EXCLUSIONS AND DISCLAIMER OF WARRANTIES:** This warranty excludes, but is not limited to, improper workmanship, improper storage, defective products other than Capitol, products not sold as first quality, substrate irregularities or contamination, excessive moisture or water damage, excess alkali, improper maintenance, damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disasters, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with Capitol product literature, applicable building codes and regulations, and standard industry practices, normal wear and tear resulting from usage; and cracking due to structural movement, excessive deflection or other failure of the substrate, including but not limited to substrate failures caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR); damage or other harm that is not the result of the acts or omissions of Capitol. Capitol is not responsible for determining the compatibility between the adhesive product, flooring and subfloor / subfloor preparation material beyond what is stated in written literature. Capitol assumes no responsibility for loss of use or any incidental or consequential damages. It is expressly understood that your purchase of Capitol® products acknowledges that Capitol is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose. This warranty is non-transferrable and is the only remedy offered.



**RIGHT TO KNOW:** This constitutes your entire express warranty for the product/s purchased. To the extent permitted by law, THERE ARE NO IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. 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. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF CAPITOL WILL BE ENFORCEABLE AGAINST CAPITOL UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. This Warranty: (a) shall commence on the date of purchase of our products and shall end as specified in this warranty; and (b) is limited to the original purchaser and is non-transferable; and (c) applies only to purchases and installations of the products within the United States.

**WARRANTY CLAIM PROCEDURES:** To qualify for the remedies described above, before the expiration of the warranty period shown, Capitol must be notified in writing within thirty (30) days of the discovery of any alleged deficiency and be provided with proof of purchase for the Product alleged to be defective. To qualify for the warranty, the batch number/code of the adhesive must be supplied to Capitol. This limited warranty becomes null and void if the customer does not provide Capitol with the afore mention support documentation. 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. Capitol has the right, without any obligation, to physically inspect, perform testing, and obtain samples at the site where the warranty claim occurred, or to engage an independent third party for those services before determining the validity of the claim. In order to perform (or have performed) any services described in the prior sentence, the owner of the site consents to total access for such services and agrees to pay for those services and all related costs of Capitol if the claim is invalid under this warranty. All claim documentation must be received and evaluated by Capitol before any repair or replacement work is performed; otherwise, this warranty will be null and void.

**SUBMIT CLAIMS TO:**

300 Cross Plains Boulevard  
Attn: Technical Services Department  
Dalton, GA 30722  
[www.capitolflooringproducts.com](http://www.capitolflooringproducts.com)

*Effective May 1, 2023  
Supersedes all previous Capitol® warranties*