



Limited Warranty

BOSTIK PANELTACK™ VENTILATED WALL PANEL AND FAÇADE CLADDING SYSTEM

PLEASE READ:

A CLAIM CANNOT BE MADE ON THE PANELTACK™ LIMITED WARRANTY WITHOUT COMPLETION AND SUBMITTAL OF THE FOLLOWING:

1. A separate PanelTack™ Jobsite Daily Log Form (attached to the PanelTack™ Limited Warranty Request Form) completed for each day of installation with PanelTack™;
2. Jobsite adhesion test results, as completed by the mandatory Adhesion to Substrate Pretest described in the PanelTack™ Limited Warranty Request Form;
3. A completed PanelTack™ Limited Warranty Request Form; and
4. Written proof of purchase of PanelTack™.

Visit PanelTack™ at www.bostik.com/us to download the official PanelTack™ warranty forms.

Any claims must be made within 30 days of discovery of an alleged breach of the Limited Warranty and within the Warranty Period. You must send written notice of your claim to:

Techservice@Bostik.com

Bostik, Inc.

Attn: C&C Technical Service

11320 W. Watertown Plank Road

Wauwatosa, WI 53226-3413

Written **proof of purchase** must be submitted with the notice of claim. **NO CLAIM WILL BE VALID UNDER THIS LIMITED WARRANTY IF ANY REPAIR OR REPLACEMENT WORK IS DONE BEFORE BOSTIK IS GIVEN AN OPPORTUNITY TO INSPECT THE INSTALLATION AND TAKE SAMPLES.**

LIMITED WARRANTY: Subject to the terms of this Limited Warranty (“Limited Warranty”), Bostik, Inc. (“Bostik”), warrants to the original purchaser of these products that, at the time of purchase, the products are free from manufacturing defects and conforms with Bostik’s written specifications. Bostik’s written specifications for the products can be obtained by calling 1-800-726-7845. This Limited Warranty replaces and supersedes (1) the Limited Warranty stated in Bostik’s terms and conditions set forth on any order acknowledgment you may have received from Bostik (but all other such terms and conditions shall not be affected hereby) and (2) all prior warranties that may appear to apply to the products you have purchased. This Limited Warranty is not transferable or assignable.

LIMITATIONS: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY, AND BOSTIK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DISCLAIMERS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE TO CERTAIN CLASSES OF BUYERS OR TO CERTAIN PRODUCTS. TO THE EXTENT ANY IMPLIED WARRANTY APPLIES, ITS DURATION IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND DEPENDING ON THE LAW APPLICABLE TO YOUR PURCHASE.

DURATION OF WARRANTY: The duration of this Limited Warranty for products that are used as part of a Complete Installation System is set forth in the following table. To be considered a Complete Installation System, your installation must be comprised of (1) only the Bostik products listed in the table below (and no other products), (2) at least one product from each of the applicable product categories in the table below, and (3) all Bostik products that are required to meet industry standards.

WARRANTY DURATION TABLE

| 10 YEAR | | |
|---|----------------------|---------------|
| Primers | Foam Tape | Adhesive |
| Primer PanelTack™ Primer MSP™ Primer Q™ | PanelTack™ FoamTape™ | PanelTack HM™ |

All Warranty periods are measured from the date the product was first sold to the original purchaser.

CONDITIONS: The remedy in this Limited Warranty shall apply only under the following conditions:

- (1) The Products must be installed only as a complete Complete Installation System.
- (2) The Products must be installed and maintained in accordance with (i) Bostik’s most recent Technical Data Sheets for the Products and any other instructions, guidelines and data published by Bostik regarding the Products, (ii) instructions, guidelines and data for other products used in the installation, if applicable, (iii) applicable building codes, (iv) standard industry guidelines and practices, and (v) the Project architect’s specifications unless such specifications conflict with industry guidelines. The Technical Data Sheets for the Products can be obtained at www.bostik.com/us.
- (3) The Products must be used within the applicable shelf life and stored in accordance with the guidelines in the Technical Data Sheets.
- (4) It is your responsibility to test the suitability of the Products for an intended use prior to using them. Bostik accepts no responsibility for determining the suitability of the Products for use with a particular substrate, material, or for a particular type of installation, and any recommendation by Bostik regarding use of the Products is not intended to be a warranty that the Products are suitable for a particular application. The mandatory Adhesion to Substrates Pretests (ASP) described in the PanelTack™ Limited Warranty Request Form (“Field Tests”) must have been performed by the Wall Cladding Installation Specialist or the Wall Cladding Installation Specialist’s representatives at the jobsite with the same materials and substrates as used in installation of the Products to confirm adhesion and compatibility under jobsite conditions, and the results must be documented in photos and writing and provided to Bostik in the event of a Warranty claim. **The Jobsite Daily Log attached to the PanelTack™ Limited Warranty Request Form must be completed for each day during the installation of the Products and provided to Bostik in the event of a Warranty claim.**
- (5) In the event the Products are alleged not to be as warranted, Bostik must be provided an opportunity to inspect the Products, to take samples of the materials used with the Products in the installation, and to review the results of the Field Tests and information collected on the Jobsite Daily Logs prior to any repair or replacement work.

EXCLUSIONS: This Limited Warranty specifically excludes Product failures—including without limitation, lack of adhesion, weak adhesion, bubbling, and failure to flow, skin over, dry or cure properly—due to any of the following:

- Any cause beyond Bostik's reasonable control, including without limitation, any act of buyer, user or a third party; any act of God or nature; flood, fire, or accident;
- Any damage arising from or in connection with causes which at the time of the start of the Limited Warranty period could not reasonably have been foreseen in the light of the state of technology;
- Structural movement due to any cause, including without limitation, structural settlement, if such movement causes expansion or compression of any part of construction more than the amount the Products are designed to withstand, based on the standards set forth in the Technical Data Sheets for the Products;
- Disintegration, damage or lack of cohesive strength arising from or in connection with faulty construction or structural design; construction or structural failure; excessive structural deflection; or defects in the substrates, foundation, or installed materials;
- Noncompliance with the installation guidelines, including without limitation, improper preparation and installation of the Products, improper preparation of the substrate components and/or materials, and/or the installation of the Products by a person or company who is not a Wall Cladding Installation Specialist;
- Application of the Products over paint, coating, or primer that have been applied to the underlying substrate, except this exclusion shall not apply with respect to a primer that (1) is explicitly part of the Product system, (2) was installed only as stated in the Technical Data Sheet, and (3) was successfully tested prior to use, in a Field Test described in Condition No. 4 set forth above, for cohesive adherence to the substrate;
- Excessive moisture coming from the substrate, or any material(s) above or over which the Products are installed, including without limitation, moisture due to improper preparation of the substrate; exposure to excessive levels of atmospheric moisture or humidity; exposure to water from environmental conditions; exposure to moisture resulting from installation when the ambient temperature is close to dew point; or exposure to flooding, leaks, puddling, hydrostatic head or other sources;
- Exposure to excessively low or high temperatures during installation;
- Exposure to windy conditions during installation;
- Normal wear and tear;
- Misuse, improper alteration or modification of the Products, or use of the Products in combination with other products outside of the Product system without written consent of Bostik; exposure to corrosive materials or contaminants; chemical or mechanical abuse or force; improper maintenance or use of cleaning products; or poor or negligent storage or maintenance of the Products after delivery;
- Substrates or materials that are not firm, clean, dry, or free from debris, dust or grease;
- Substrates or materials that have not been cleaned or prepared only as stated in the Technical Data Sheets; or
- Substrates or materials that contain damage, intolerable curving or warping, or are otherwise defective.

This Limited Warranty does not cover any of the following:

- The appearance, aesthetics or color of the Products; or
- Changes in the appearance of the Products from the accumulation of dirt or other contaminants on the Products.

REMEDY FOR BREACH OF WARRANTY: In the event of a valid claim under this Limited Warranty, as buyer's sole and exclusive remedy, Bostik shall pay the reasonable cost of materials and labor, on a square foot basis, necessary to repair or replace the portion of the original installation that is proven to be defective. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOSTIK WILL NOT BE LIABLE FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, OR OTHER DAMAGES, AND BOSTIK HEREBY DISCLAIMS LIABILITY FOR ANY SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

MAKING A CLAIM: Any claims must be made within 30 days of discovery of an alleged breach of the Limited Warranty and within the Warranty Period. You must send written notice of your claim to:

Techservice@Bostik.com

Bostik, Inc.
Attn: C&C Technical Service
11320 W. Watertown Plank Road
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If any part, term or provision of this Limited Warranty is determined by any court or other tribunal to be illegal, invalid or unenforceable, any illegal, invalid or unenforceable part, term or provision shall be deemed stricken from this Limited Warranty and all of the other parts, terms and provisions of this Limited Warranty shall remain in full force and effect to the fullest extent permitted by law. If this Limited Warranty is determined by any court or other tribunal to be unenforceable in its entirety or otherwise not applicable to the person or entity asserting a claim, then the warranty disclaimers set forth in Bostik's Technical Data Sheet for the Product and on product labeling shall exclusively apply.

BOSTIK HOTLINE

Smart help
1-800-726-7845

Bostik, Inc.
11320 W. Watertown Plank Road
Wauwatosa, WI 53226
www.bostik.com/us



Applies to all products sold after xx.xx.xxx.