

Product Warranty

DMX Plastics Limited ("Manufacturer") warrants to the purchaser of the product ("Purchaser") and the owner of the building ("Owner") that there will be no water leakage into the building structure through the areas of the basement floors that are covered by DMX AG UNDERLAYMENT™ membrane

What the warranty covers:

DMX Plastics Limited warrants that under normal use and service, that basements fitted with the DMX AG UNDERLAYMENT™ membrane should be free of moisture damage to finished flooring, furniture (excluding electronics) and interior finishes, as a direct result of failure of the membrane to provide vapour moisture protection in accordance with our printed installation, application procedures.

This warranty applies regardless of the brand of laminate or floating wood used with DMX AG UNDERLAYMENT™ membrane. Should any manufacturer or a laminate or floor wood covering fail to honour its warranty solely due to the installation of the DMX AG UNDERLAYMENT™ membrane rather than its own underlayment, DMX Plastics Limited, will honour the other manufacturer's warranty, to the extent set out herein, in the event that damage to the other manufacturer's laminate or floor wood covering was caused solely by the failure of DMX AG UNDERLAYMENT™ membrane and (i) the installation does not exceed the performance limits for DMX AG UNDERLAYMENT™; and (ii) that the installation is done in accordance with the Installation Checklist shown on our website. DMX's liability under the such other manufacturer's warranty is limited to the cost of replacing the floor covering (laminate or floor wood coverings) with the same or similar such floor covering. DMX shall not be responsible for the cost of installing such floor covering.

How long the warranty is effective:

This warranty shall be in effect for a period of 50 years from the original date of purchase (original purchase receipt is required as proof of purchase.) If the product is replaced or repaired by the manufacturer, only the outstanding amount of warranty on the original Product will remain in effect for the replacement Product.

Who the warranty protects:

This warranty is valid for the purchaser and may be transferred to subsequent owners providing all conditions, limitations, exceptions and exclusions of this warranty are accepted by the new owner.

What the warranty does not cover:

Since DMX AG UNDERLAYMENT™ is NOT considered a waterproof membrane this warranty is not applicable if water leakage or excessive vapor moisture occurs as a result of the following factors or situations:

- Failures or defects in the foundation drainage system (for whatever reason) that allows an accumulation of water to enter and build up in the basement.
- Improper installation of the Product that is not in accordance with the Manufacturer's [Installation Checklist](#).
- Use of interior or exterior drainage systems that do not meet or exceed local constructions codes and cause flooding to occur.
- Plumbing leaks (from any source) or other spills from any source that cause water damage to the interior of the basement area.
- Elevated and excessive moisture (humidity) conditions for any reason, including insufficient or malfunctioning ventilation equipment required by either Building Code or environmental conditions to control interior moisture vapour to recommended levels appropriate to the season and interior conditions of the living space.
- Condensation occurring on interior foundation walls, vapour barriers or interior finishes.
- Any construction technique performed by a builder, home owner, subcontractor or any person after the initial installation, that allows moisture to enter between the product and the floor.
- Damage to the membrane or building structure as a result of natural disasters including, but not limited to, lightning, flood, hurricane, tornado, earthquake, fire, or circumstances deemed to be an Act of God.
- Any structural defects in the foundation, walls or footings of the building structure that allow moisture to enter above the product after the initial installation.

The warranty shall not apply to any water leakage or vapor moisture condition which is covered by new home warranty programs or for which the purchaser or owner otherwise receives compensation.

(Due to the variability of floor assemblies and the components available for their construction, sound abatement or insulation properties using DMX AG UNDERLAYMENT™ are not guaranteed, but will be addressed as a technical service on a case for case basis)

How to make a claim:

All claims must be made in writing within 15 days of discovering the water leakage to: DMX Plastics Limited, 300 Walker Drive, Brampton, ON. Canada L6T 4B3 Attention: Customer Service. All claims must contain the following information: Name of Purchaser or Owner, address of building structure, date of discovery of water leakage, date of installation, proof of purchase (which must be provided at the time of the claim). For new construction please include the name of the builder or contractor, the Product installer and the building inspector. The Manufacturer may require additional information in order to process a warranty claim.

The Manufacturer shall be entitled to conduct an investigation of the source of the water leakage within 30 days from receipt of the problem in writing. If the Manufacturer determines that this warranty does not apply, then the Manufacturer reserves the right to charge for expenses incurred in conducting the investigation.

If, after the inspection, the Manufacturer determines that the warranty is applicable, the portion of the product that is found to be defective will be replaced (not repaired). The Manufacturer is not responsible for the cost of removal, repair or replacement of the building structure, landscaping, driveways, walkways or interior contents in connection with the replacement of the Product, nor does the Manufacturer have any liability or responsibility for damage or loss as a result of the replacement of the Product.

Limitations and Exclusions:

EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PRODUCT. NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN ARE GIVEN. THE LIABILITY OF THE MANUFACTURER ARISING OUT OF THE SALE OR SUPPLY OF THE PRODUCT OR ITS INSTALLATION OR USE, WHETHER OR NOT ARISING AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE MANUFACTURER SHALL NOT EXCEED THE THEN CURRENT PURCHASE PRICE FOR THAT PORTION OF THE PRODUCT WHICH IS BEING REPLACED.

THE MANUFACTURER DOES NOT GUARANTEE OR WARRANT IN ANY WAY THAT MOLD, MILDEW, FUNGI, IRRITANTS OR AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED. THIS WARRANTY EXCLUDES THE MANUFACTURER FROM ANY LIABILITY OR CLAIMED DAMAGES DUE TO MOLD, MILDEW, FUNGI OR IRRITANTS FROM MOISTURE OR OTHER FOREIGN SUBSTANCES OR CONSTRUCTION MATERIALS.

THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE PURCHASER OR OWNER OR ANY OTHER PERSON IN CONNECTION WITH THE PURCHASE, INSTALLATION OR USE OF THE PRODUCT.