Treadstone® Limited Warranty

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE CONTINENTAL UNITED STATES (NOT HAWAII OR ALASKA) AND CANADA. ALL PRODUCTS NOT COVERED BY THIS LIMITED WARRANTY, INSTALLED OUTSIDE OF THE CONTINENTAL UNITED STATES OR CANADA, OR NOT INSTALLED IN STRICT ADHERENCE TO THE MOST RECENT PUBLISHED APPLICATION INSTRUCTIONS FOUND AT AND ARE SOLD "AS IS" WITHOUT ANY REPRESENATION, GUARANTEE, OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

FORMULATED MATERIALS, LLC ("FM"), warrants to the original owner of the property in which the Product is installed (the "Owner") that, subject to all of the conditions, exclusions, and provisions set forth herein, for a period of five (5) years from the date of installation (the "Term") for the FM products identified by the Treadstone brand (the "Product"), if any manufacturing defects in the Product cause the Product to fail, then FM at its sole option shall either (1) refund the original purchase price of the defective materials prorated from the date of installation on a monthly 5-year amortization schedule or (2) provide the product necessary to replace the failed Product (the "Limited Warranty"). This Limited Warranty does not cover any cost or expenses associated with testing, discovery, removal, excavation, or replacement of any materials in contact with the Product.

CONDITIONS TO LIMITED WARRANTY

THE FOLLOWING ARE CONDITIONS TO THIS LIMITED WARRANTY; FAILURE BY OWNER TO STRICTLY COMPLY WITH ANY OF THE FOLLOWING SHALL WAIVE AND RELEASE FM FROM ANY AND ALL CLAIMS RELATED TO A PRODUCT, INCLUDING ALL RIGHTS OF OWNER UNDER THIS LIMITED WARRANTY.

COVERAGE: This Limited Warranty is specifically conditioned upon the following matters, each and all of which shall be a condition precedent to any of FM's obligations hereunder.

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Oklahoma City Ok 73134

Phone: 844-405-3676

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NOTIFICATION TO FM: The Owner must notify FM by certified mail at 3010 NW 149th Street, Suite 100, Oklahoma City, OK 73134 of any claims under this Limited Warranty within thirty (30) days of discovery of the actual or potential failure of the Product. The notice must include documentary proof of purchase of the Product.

FM INSPECTION: After notification from the Owner with the accompanying proof of purchase of the Product, FM shall have a reasonable period of time to inspect the Product. Additionally, if requested by FM, the Owner must complete at the Owner's expense a warranty questionnaire, which may include a request for photographs of the structure, the impacted area(s) of installation, samples of the Product and/or certified statements concerning the foregoing or potential failure. Upon Owner's full cooperation of all requests FM makes of Owner, FM shall have a reasonable time to make its determination whether manufacturing defects covered by this Limited Warranty were the direct result of the Product failure.

STORAGE AND HANDLING: In no event shall FM be liable under this Limited Warranty unless the Product was stored, handled, installed, and maintained in strict compliance with FM's published application instructions specifications, and recommendations which can be found at and . In addition to the required documentation as described herein, Owner shall provide any information requested by FM regarding the storage and handling of the Product at issue as part of the claim evaluation process.

BUILDING AND STRUCTURE DISCLAIMER: Owner acknowledges and agrees FM does not practice engineering or architecture and, therefore, FM does not and cannot offer any warranty, guarantee, or representation whatsoever with respect to the building, structure, plans, specifications, and/or construction of any structure where Products are used or installed. ALL SUCH WARRANTIES, GUARANTIES, AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, SUITABILITY, SPEARIN DOCTRINE, AND COMPLETENESS.

NONWAIVER: The Owner agrees that any inspection by FM of the Product shall not constitute a waiver of any terms, conditions, or limitations set forth in this Limited Warranty, including but not limited to the requirement that the Product be installed in strict compliance with the most recent application instructions, specifications, and recommendations published by FM. THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S

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RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, REGARDLESS OF ANY BUILDING PLANS AND SPECIFICATIONS THAT MAY REQUIRE OTHERWISE.

EXCLUSIONS FROM COVERAGE: FM shall not be liable under any circumstances for damages arising from:

1. Damage to any building, structure, or material within such building or structure, either exterior or interior, or any real or personal property contained therein.
2. Acts of God including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail, or other violent storm or casualty or impact of objects.
3. Insurrection, war, riot, or vandalism, radiation, or exposure to any chemical whatsoever, including without limitation aliphatic solvents, aromatic solvents, chlorinated hydrocarbons, oil or gas hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
4. Leaks of any kind, including without limitation roof or plumbing leaks.
5. Structural defects, failures, vibrations, or any movement whatsoever, including without limitation expansion, settling, or shifting exceeding 1/16", in the building(s) or structure(s) to which the Product is applied.
6. Any installation of any material or substance, whatsoever, that is not explicitly acknowledged as being consistent within FM application instructions before, during, or after the Product is installed, including, but not limited to, any sound attenuating system or materials which are not manufactured by FM.
7. Repairs or alterations to the Product without or beyond FM's approval.
8. Performance of radiant heat systems.
9. Failure of the owner to maintain the building with reasonable care.
10. Installation by anyone other than an FM-licensed installer.
11. Damage caused during construction.
12. Field performance of sound systems in the event the Product is installed over materials other than those manufactured by FM.
13. Splitting, cracking, blistering, delamination or separation of the Product caused by underlying or overlying materials.
14. Misuse or abuse of the Product.
15. Faulty or improper application of the Product.
16. Removal, excavation, or replacement of other materials in connection with the testing, repair, removal, or replacement of the Product.
17. Failure caused by damage in transportation or storage.
18. Failure to follow Product instructions for installation or maintenance.
19. Negligent or fraudulent acts or omissions by third parties and not FM.
20. External causes beyond FM's reasonable control.

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NON-TRANSFERABILITY: This Limited Warranty shall accrue and inure only to the benefit of the Owner and shall not be assigned, sold, or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale, or transfer of this Limited Warranty or of the building to which the Product is applied shall extinguish all obligations of FM contained herein.

DISPUTES: EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND FM AND/OR ITS TEAM MEMBERS AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA. TO ARBITRATE AN ACTION AGAINST FM, OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND FM, AND PROVIDE WRITTEN NOTICE TO FM BY CERTIFIED MAIL AT THE ADDRESS STATED ABOVE. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

FURTHER, OWNER AND FM AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN THEM ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE ARBITRATED INDIVIDUALLY AND NEITHER PARTY SHALL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION.

Any dispute relating to the Product or this Limited Warranty must be brought within one year after Owner's initial discovery of a Product failure. No claims shall be allowed after this one-year period has expired unless otherwise provided by applicable law. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties, and conditions and all rights to bring actions for breach

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thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase.

Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity for all matters regarding the Product. OWNER ACKNOWLEDGES AND AGREES THAT (A) THIS LIMITED WARRANTY IS OWNER'S SOLE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE PRODUCTS; AND THAT (2) FM SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHICH INCLUDES (WITHOUT LIMITATION) LOST PROFITS, FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PRODUCTS. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO REPRESENTATIVE, TEAM MEMBER OR OTHER AGENT OF FM, OR ANY PERSON OTHER THAN FM'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR FM ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT.

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