



BOSTIK, INC.
GOLDSEAL CONSTRUCTION ADHESIVES AND SEALANTS
LIMITED WARRANTY

PROJECT NAME:
ORIGINAL PURCHASER:
OWNER:
ARCHITECT/ENGINEER/BUILDER:
GENERAL CONTRACTOR:
APPLICATOR IF DIFFERENT FROM GENERAL CONTRACTOR:
TYPE OF WORK:
TIME OF COMPLETION OF THE PROJECT:

ADHESIVES AND SEALANTS:

SPECIFIC INSTALLATION AREAS (e.g., perimeter seal, expansion joint):

Bostik, Inc. ("Bostik"), produces and sells a full line of adhesives and sealants. These products offer a variety of physical characteristics. The above Bostik is being warranted for a period of _____ **years** from the date the product is first sold by Bostik to any individual or entity.

***SPECIFICALLY, BOSTIK WARRANTS THAT THE ABOVE ADHESIVES AND SEALANTS,
WHEN APPLIED ACCORDING TO DIRECTIONS SET FORTH IN TECHNICAL DATA SHEETS:***

- 1. Will flow in accordance with extrusion rate specified on Bostik Quality Release Specification**
- 2. Will skin over in accordance with skin time specified on Technical Data Sheets**
- 3. Will cure to a firm rubber state**
- 4. Upon full cure, will achieve cured-state properties depicted within the Bostik Quality Release Specification**

This warranty covers only the products supplied and extends from the individual or entity that first purchased the product from Bostik (hereafter "Original Purchaser") to all subsequent purchasers of the product (including but not limited to all structures in which the product has been applied or installed) (hereafter "Subsequent Purchasers") during the term of the warranty. We do not, however, warrant the workmanship with which others apply our product.

In order to obtain the benefit of this Warranty, the following conditions must be strictly adhered to with respect to the above adhesives and sealants for the specific project, otherwise the warranty is voidable at Bostik's option:

- a) The adhesives and sealants shall be applied in strict compliance with Bostik published application procedures and the other requirements found on the Technical Data Sheet, a copy of which can be obtained by calling 800-523-2678 extension 3048, and
- b) The adhesives and sealants shall be applied within its stated shelf life, and
- c) Field adhesion tests shall have been performed by the applicator or the applicator's agents and documented to confirm adhesion and compatibility under site conditions with materials and substrates used in conjunction with the adhesives and sealants on the job site, and
- d) The Original Purchaser and all Subsequent Purchasers agree to obtain consent to the terms of this warranty from any party to whom they subsequently sell the product, and the Original Purchaser and all Subsequent Purchasers hereby agree to indemnify Bostik for and hold Bostik harmless from any loss, cost, or expense arising from a failure to do so.

PRINT/SPECIFICATION REVIEW

BOSTIK'S PRINT AND SPECIFICATION REVIEW IS UNDERTAKEN FOR THE SOLE PURPOSE OF DETERMINING THE SUFFICIENCY OF THE JOINT DESIGNS TO PROVIDE PROPER ADHESIVE AND SEALANT PERFORMANCE IN ACCORDANCE WITH THE SPECIFIED TYPES AND SIZES OF MATERIALS AND THE LOAD SPECIFICATIONS. BOSTIK ASSUMES NO RESPONSIBILITY FOR THE PROPRIETY OR ADEQUACY OF THE SPECIFIED MATERIALS OR FOR ANY STRUCTURAL DESIGN ELEMENTS SHOWN ON THE DRAWINGS AND/OR SPECIFICATIONS FOR THE PROJECT OTHER THAN THE BOSTIK ADHESIVES AND SEALANTS, AND BOSTIK EXPRESSLY DISCLAIMS ANY WARRANTY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR STRUCTURAL DESIGN ELEMENTS.

EXCLUSIONS

This Warranty specifically excludes failures of the adhesives and sealants due to:

- a) Natural causes, including, but not limited to, lightning, earthquake, hurricane, tornado, fire, etc.; or
- b) Movement of the structure resulting in stresses on the adhesive and sealant that exceed Bostik published specification for expansion and/or compression for the adhesive and sealant due to any cause, including, but not limited to, structural settlement, design error or construction error, or bad joint design (e.g., too narrow joints or three sided joints); or
- c) Disintegration or lack of cohesive strength of the underlying substrates including, but not limited to, primer, coating or paint; or
- d) Weak adhesion or lack of sufficient adhesion on the structure of the underlying substrates including, but not limited to, primer, coating or paint; or
- e) Changes in the appearance of the adhesive and sealant from the accumulation of dirt or other contaminants deposited on the adhesive and sealant from the atmosphere; or
- f) Lack of adhesion of the primer, coating or paint to the adhesive and sealant if the adhesive and sealant is primed, coated or painted over after being applied; or
- g) Mechanical damage or contamination to the adhesive and sealant caused by individuals, tools or other outside agents; or
- h) improper use and/or application of the adhesive and sealant.

Bostik makes no warranty with respect to appearance, aesthetics or color of the adhesive and sealant.

DISCLAIMER OF ADDITIONAL WARRANTIES

BOSTIK SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE CONSTRUCTION STRUCTURE OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGE TO REPUTATION, WHETHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY. THIS WARRANTY IS IN LIEU OF, REPLACES, AND SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

SCOPE OF REMEDIES

In the event of a claim under this warranty, the claimant must notify Bostik within 30 days of the discovery of the claimed defect and within the warranty period and provide Bostik with the opportunity to inspect the allegedly defective product on site. If the product fails to meet the warranties set forth above, Bostik shall reimburse the owner for the necessary and reasonable costs of repair and replacement of the defective portions of the adhesive and sealant only, up to the following limits: a) during the first year of the warranty period, 5 times the purchase price of the portion of the adhesives and sealants to be replaced/repared; b) during the second year of the warranty period, 4 times the purchase price of the portion of the adhesives and sealants to be replaced/repared; c) during the third year of the warranty period, 3 times the purchase price of the portion of the adhesives and sealants to be replaced/repared; d) during the fourth year of the warranty period, 2 times the purchase price of the portion of the adhesives and sealants to be replaced/repared; and e) during the fifth year of the warranty period, the actual purchase price of the portion of the adhesive and sealant to be replaced/repared. The payment of such replacement/repair costs shall constitute the limit of Bostik liability and obligation for any alleged adhesive and sealant failure and such reimbursement shall constitute the limit of Bostik's liability and obligation for any such failure. The remedy set forth herein shall constitute the claimant's sole and exclusive remedy.

ARBITRATION

Bostik, Inc. (hereinafter "Bostik"), and _____ (hereinafter "Purchaser") hereby agree to submit to binding arbitration any dispute, claim, cause of action, or controversy of any kind arising out of or relating in any way to Purchaser's purchase of any product manufactured, sold, or distributed by Bostik, including, without limitation, the scope, enforceability and interpretation of this agreement to arbitrate (hereinafter, "Agreement"), and including, without limitation, any claims in tort, contract, equity, or based on statute arising from or related in any way to their business dealing and relationship pursuant to the following terms.

- 1) The arbitration will be deemed filed and commenced only when the party demanding arbitration (hereinafter the "Claimant") serves a demand for arbitration (hereinafter the "Demand") on the responding party (hereinafter the "Respondent") by certified mail (return receipt requested) at the address identified below for the Respondent. The service of the demand shall be deemed effective on the date of mailing, provided that the mail receipt is signed by the Respondent within five days of the date of mailing; otherwise the date of service shall be deemed the date of receipt of the Demand set forth on the mail receipt.
- 2) Once the Demand is served, the parties shall submit the dispute to non-binding mediation within 60 days and before proceeding with any aspect of the arbitration. The mediator shall be an individual mutually acceptable to all parties. The mediator shall be an individual with at least ten years experience in the construction adhesives and sealants industry or five years experience in mediation. The costs of the mediation shall be paid equally by all parties, and the mediation shall take place in the State of Pennsylvania.
- 3) If the parties are unable successfully to mediate their dispute, the parties shall select a mutually agreeable arbitrator. The parties shall select as their arbitrator an individual with at least ten years experience in the construction adhesives and sealants industry or an attorney who has been a practicing lawyer, judge, and/or arbitrator for at least fifteen years.
- 4) Initially, the arbitrator's fees shall be paid equally by the parties. However, the substantially prevailing party in the arbitration shall be entitled to recover all reasonably and necessary costs incurred in the arbitration from the non-prevailing party at the conclusion of arbitration, including but not limited to the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, and expert witness fees. In addition, the substantially prevailing party shall be entitled to recover all reasonable and necessary attorneys' fees incurred in connection with the arbitration from the non-prevailing party. If there is a dispute as to which party prevailed, the arbitrator shall decide the issue and the costs and

attorneys' fees incurred by the substantially prevailing party in having the arbitrator decide the issue shall be awarded to the substantially prevailing party as well.

- 5) All discovery shall be conducted and concluded within 120 days after the appointment of the arbitrator. Discovery shall be limited to: 1) three depositions per party (exclusive of expert witnesses), no deposition to exceed seven hours duration or to be taken on more than one day; 2) 20 narrowly defined document requests; and 3) 20 written interrogatories without subparts. At the written request of a party, all other parties shall produce for deposition any specified witnesses in their employ or under their control. All document requests, written interrogatories and request for production of an individual for deposition shall be served at least 28 days before the expected response or compliance date. Service of such requests by U.S. Mail or fax is acceptable. Absent a showing of good cause as determined by the arbitrator, no third-party subpoenas shall be issued, including but not limited to deposition subpoenas and subpoenas for documents and records. Each party may object to any form of discovery on any grounds recognized at law by filing an objection with the arbitrator within 14 days of receipt of the discovery request, and the arbitrator shall promptly rule on the objection, weighing both the burden on the producing party and the need of the proponent for the witness or other evidence. However, the arbitrator shall at all times strictly enforce all evidentiary privileges recognized under the applicable law. The parties shall exchange all documents that they intend to present at the arbitration hearing and identify all witnesses they intend to call at the hearing, except for rebuttal witnesses, at least 20 days before the hearing.
- 6) The place of the arbitration hearing shall be within the State of Pennsylvania. The arbitration hearing shall be conducted on consecutive business days and limited to 3 days of 8 hours each.
- 7) At the written request of a party, all other parties shall produce for the arbitration hearing all specified witnesses in their employ or under their control. In the event a party or a person objects to the production of a witness or other evidence, the party may file an objection with the arbitrator, who will promptly rule on the objection, weighing both the burden on the producing party and the need of the proponent for the witness or other evidence. The rules of evidence of the applicable jurisdiction shall be enforced during the hearing.
- 8) The arbitrator shall render a decision within 14 days after the conclusion of arbitration. In reaching his or her decision, the arbitrator shall strictly follow the applicable law and strictly enforce the terms of all applicable warranties.
- 9) Notwithstanding any other provision of this Agreement, the arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.
- 10) The arbitration shall be governed by the United States Arbitration Act, 9 USC §§1-16, and judgment on the award rendered may be entered by any court having jurisdiction.
- 11) The provisions of this Agreement may be changed, modified, and/or amended only by a writing signed by both Bostik and Buyer.

Note: This Warranty is not in effect unless signed by an authorized Bostik representative.

Bostik, Inc.
Construction and Distribution Division

Date

PRINT NAME OF ORIGINAL PURCHASER

DATE

SIGNATURE OF ORIGINAL PURCHASER

PRINT NAME OF SUBSEQUENT PURCHASER

DATE

SIGNATURE OF SUBSEQUENT PURCHASER

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