

5-Year Limited Product Warranty

Product Name: Apex Multi Issued By: APEX Minerals LLC

What Products Are Covered?

This Limited Warranty applies to Apex Multi, a cement-based self-leveling underlayment manufactured by APEX Minerals LLC. When used and installed strictly according to APEX Minerals LLC's guidelines and industry standards, Apex Multi is warranted to be free from material manufacturing defects.

Warranty Coverage Period

The limited warranty covers a period of **five (5) years** from the date of installation and applies exclusively to the original purchaser and owner of the premises at the time of installation.

What Is Not Covered?

This limited warranty does not cover:

- Installation not performed in strict accordance with APEX Minerals LLC's instructions, applicable industry standards and building codes.
- Installation defects, improper workmanship, or failure to follow recommended installation practices.
- Damage or defects resulting from improper handling, storage, or environmental exposure beyond recommended conditions.
- Improper storage or exposure to unsuitable environmental conditions.

- Defects or issues caused by substrate failure, structural movement, excessive deflection or site conditions beyond APEX Minerals LLC's control.
- Use of Apex Multi with non-approved or incompatible materials or systems.
- Issues or damages resulting from neglect, improper maintenance, misuse, or abuse of the installed product.
- Exposure to extreme environmental conditions, including prolonged water exposure, thermal shock, or damage from radiant heating systems.
- Any other defects, damage, issues or other harm that are not the direct result of material defects in the manufacturing of APEX Minerals LLC's product.

Warranty Remedies

In the event a warranty claim is determined to be valid by APEX Minerals LLC, we will, at our sole discretion:

- 1. Provide replacement materials for the defective product, or
- 2. Refund the original purchase price of the defective product, prorated over the five-year warranty period, starting from the date of installation.

Costs associated with removal, reinstallation, labor, or any indirect damages are not covered under this warranty.

How to Make a Claim

To submit a warranty claim, the original purchaser must:

- 1. Notify APEX Minerals LLC in writing within **30 days** of your discovery of a potential defect.
- 2. Provide proof of purchase, installation date, and a detailed description of the defect.
- 3. Allow APEX Minerals LLC or its representatives with reasonable access to inspect and evaluate the claim for validity before any remedial work is undertaken.

All claims should be sent to:

APEX Minerals LLC Warranty Department 550W Main Street, Boonton, New Jersey 07005, USA +1 (201) 254 5491

Limitations and Disclaimers

This limited warranty is the sole and exclusive warranty provided by APEX Minerals LLC. All implied warranties, including but not limited to merchantability and fitness for a particular purpose, are expressly limited to the duration of this limited warranty. APEX Minerals LLC shall not be liable for any incidental, indirect, or consequential damages arising from the use of or inability to use Apex Multi.

Effective Date

This limited warranty becomes effective on the date of product installation and remains in force for five years thereafter.

Transferability

This limited warranty is non-transferable and applies only to the original purchaser and property owner at the time of installation.

Governing Law

This limited warranty shall be governed by and interpreted in accordance with the laws and jurisdiction of the state of New Jersey.