

Dependable, LLC



Dependable KeedeLath Limited Warranty

Terms and Conditions:

Subject to the terms and limitations stated hereafter Dependable, LLC warrants that KeedeLath ("The Product") will meet all physical and technical criteria for a period of 10 years from the date of purchase only when the Product is used and installed in accordance with the installation instructions laid out in the KeedeLath data sheet and installation guide at the time of installation. Further, efflorescence is considered a natural occurrence with cementitious materials and is not considered to be a defective condition, and therefore is not covered under this warranty. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and associated products for the owner's intended use. Consultation with an experience professional installer is recommended.

Resolution:

If the Product fails to meet this warranty than the owner's exclusive remedy, and Dependable, LLC's sole obligation, is, at it's election, to: a) replace the failed Product installed in the floor covering assembly LIMITED TO THE SPECIFIC FAILURE or b) to pay an amount not to exceed the original square foot cost of the assembly deemed defective, limited to the purchase price of the Product.

Disclaimer:

THERE ARE NO WARRANTIES BEYOND THE EXPRESSED WARRANTY STATED ABOVE. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ARE HEREIN DISCLAIMED AND EXCLUDED. THIS INCLUDES WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. DEPENDABLE, LLC EXCLUDES AND SHALL HAVE NO LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONCEQUENTIAL DAMAGES ARISING OUT OF, OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCTS OR FLOORING SYSTEM IN WHICH THE PRODUCTS WERE INSTALLED, NOR MISUSE OF THE PRODUCTS OR FLOORING SYSTEM, REGARDLESS OF ANY STRICT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF DEPENDABLE, LLC, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR OTHER), NOR FROM ACTS OF VANDALISM, WAR, TERRORISM, FIRES, EXPLOSIONS, INSTANCES OF STRUCTURAL FAILURE, DELAYS, DAMAGES UNRELATED TO THE PRODUCT OR ACTS OF GOD. THE REMEDIES CONTAINED HERIN ARE THE ONLY AVAILABLE REMEDIES AND THIS WARRANTY IS IN PLACE OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU, BUT ONLY AT THE EXPRESSED CONSENT AND DISCRETION OF DEPENDABLE, LLC.

Transferability:

This limited warranty extends ONLY to the end user (defined as the original intended owner and user of the property and unit in which the Product was installed, herein referred to as “the Owner”) and is not transferable or assignable unless approved in writing by the President or General Manager of Dependable, LLC.

Effective Date:

This warranty is effective on October 31, 2014

Modifications to Warranty:

No changes of this warranty are allowed, except by the expressed and written approval of Dependable, LLC or it's parent company, Keene Building Products.

Claims on this Limited Warranty:

All claims on this limited warranty must be delivered in written form to Dependable, LLC home office in 5885 Landerbrook Drive, Suite 140, Mayfield Heights, OH 44124, within 30 days of the proved defective date. The Owner must provide proof of the defective Product, proof of purchase, the name and address of all installers and proof of the cost of installation. Dependable, LLC will only warrant with the above documentation and will not reimburse the Owner for any costs without written and submitted documentation. Without the above documentation this warranty has no legal effect. Dependable, LLC withholds the right to inspect the alleged defective area.

*This Warranty is limited to sales within the United States and Canada.