

ES-99™ System limited warranty includes limitations set forth on the ES-99™ System extended warranty on page 1 and the Standard EnviroSTIX™ warranty listed on pages 2-3.

ES-99 Extended Limited Warranty (This is an extension to the standard EnviroStix warranty attached)

Subject to the exclusions and limitations set out below, BASE KING, LLC® (“Base King”) warrants its EnviroSTIX™ ES-99™ System with applied acrylic adhesive and ES-MBP (Moisture Barrier Primer) (the “Product”) will not have adhesive bond failure during normal and ordinary use of the Product for ten (10) years from the date of purchase. We warrant all of our EnviroSTIX™ Systems to their intended end use, providing they are applied and used according to the manufacturer’s directions. This includes usage under proper jobsite/construction conditions outlined in the product data/specification sheets. Our adhesive is formulated to resist plasticizer migration, that allows for installation of a broad variety of resilient flooring on the market. Flooring Manufacturer should warrant their flooring to be free from manufacturer and job site defects such as but not limited to shrinkage, expansions, delamination, indentation, or damages.

Should the adhesive prove defective, Base King, LLC® will reimburse, at cost, any damaged material including reimbursement for any reasonable labor cost involved including demo, prep, install of new flooring, removal or lifting furniture. Materials and labor are not to exceed cost of the original invoices except for reasonable approved labor cost mentioned above. Any replacement product will be of equal value and/or similar quality. We are not responsible for premium upgrades. All reasonable labor and material cost must be presented to and approved by Base King, prior to replacing the installation. This extended warranty applies to ES-99 full system applied job sites and only for new floor covering to block moisture up to 99.0% RH. The use of seconds, or trial runs will void this warranty. Failure to properly seal and/or maintain the flooring according to manufacturer’s instructions, will void this warranty. Failure to use our complete ES-99™ system including the EnviroSTIX™ Adhesive with the ES-MBP (Moisture Barrier Primer), will void this warranty. Copies of purchase invoices for floor covering with date purchased, pricing, name and style of materials, and factory run/lot numbers should be retained by purchaser for future reference and warranty claim information.

Provisions:

- 1. Substrate to be prepared following all floor covering and adhesive manufacturer’s floor preparation Procedures and ASTM standards. (The substrate should be clean and free of any debris prior to installation.)**
 - 2. Directions provided with materials are to be strictly followed.**
 - 3. Installations shall be done in a professional manner by qualified installation technicians/mechanics.**
- Claims should be submitted to the adhesive distributor in written form, giving the date, location and size of the installation. This should include names and phone numbers of all parties involved in the claim. The original purchaser must submit a completed Warranty Claim Form within ten (10) years from the date of purchase and within fourteen (14) days of learning of the cause giving rise to a claim. Warranty Claim Forms may be obtained online at Base King’s website (www.baseking.com) and filed electronically on the website or by mailing via registered mail a completed Warranty Claim Form to the following address:**

Base King, LLC
137 Lower Dug Gap Road, SW, Dalton, GA 30720
Or Bill@baseking.com

Exclusion: This warranty is non-transferable. This warranty does not cover bond failure caused by abnormal use, nor failure caused by cleaning chemicals or procedures that are not approved by the manufacturers of the floor covering and/or adhesive. Neither does this warranty cover staining of sheet goods (including vinyl tiles and planks) caused by U.V. light, excess heat, rubber mats, deck stains, asphalt driveway sealers, moisture, or mildew staining caused by floor patching compounds. This warranty does not cover indentation or pitting of flooring material due to heavy static or dynamic loads. This warranty does not cover failure due to circumstances beyond Base King, LLC®’s control, including but not limited to moisture in substrates in excess of that indicated in Base King, LLC®’s installation recommendations, damage caused by flooding, storms, natural disasters, broken pipes, defective substrates, or defective floor coverings. We exclude incidental, consequential damages under this warranty. Some states do not allow these exclusions, so the above limitations may not apply to you. To qualify for the warranty, the job number (or run number) of when adhesive was applied must be supplied to Base King, LLC®, and the installation in question must be inspected by both supplier and Base King, LLC® prior to any repairs.

Base King Standard EnviroSTIX™ 10-year limited Warranty listed below applies to all EnviroSTIX™ “ES” Systems including EnviroSTIX™ or the EnviroSTIX System’s (ES-MC™, ES-99™ & ES-100™):

Subject to the exclusions and limitations set out below, BASE KING, LLC® (“Base King”) warrants its EnviroSTIX™ Applied Acrylic Adhesive for Resilient Flooring (the “Product”) will not have adhesive bond failure during normal and ordinary use of the Product for ten (10) years from the date of purchase. If adhesive bond failure is reported in the Product, once verified, Base King will, at its option, either (i) repair or replace the defective Product and any flooring materially affected by such adhesive bond failure (the “Affected Flooring”) without charge; or (ii) reimburse the purchaser, at reasonable cost, for any Affected Flooring and any reasonable labor cost involved to repair the defective Product and Affected Flooring, to the extent required by Base King to meet its obligations under this limited warranty.

EXCLUSIONS

BASE KING DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS LIMITED WARRANTY INCLUDES REPAIR OR REPLACEMENT OF THE AFFECTED AREA, AND ALL OTHER REMEDIES OR RESOURCES WHICH MIGHT OTHERWISE BE AVAILABLE ARE HEREBY WAIVED BY THE PURCHASER. BASE KING WILL HAVE NO OTHER OBLIGATIONS OR LIABILITY FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING BUT WITHOUT LIMITATION FOR PERSONAL INJURY OR ECONOMIC LOSSES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BASE KING IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY.

(Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser.)

CONDITIONS OF WARRANTY

- This limited warranty applies only to Product manufactured by or for Base King, where the origin of the Product can be verified.
- This warranty applies to installations made after January 1, 2018 for new floor covering.
- Any Product not purchased directly or by/through/from an Authorized Base King Distributor or Reseller is not covered by this limited warranty.
- This limited warranty is non-transferable and is extended only to the original end-use purchaser either directly, or by and through the Base King Authorized Distributor or Reseller.
- This limited warranty only applies to Product installed by a qualified professional flooring contractor.
- This limited warranty only applies to products installed, used and maintained in accordance with the latest written instructions and recommendations provided by Base King and any third-party manufacturer of the flooring.
- Prior to installation, random bond testing must be performed to insure proper adhesion. For all projects no less than 3 separate areas shall be tested. Copies of invoices for the Product, installation and jobsite moisture, pH and bond testing shall be retained by purchaser with all other jobsite test results. These documents are required for warranty claim validation. See your tech rep for full details on an approved and documented bond test.
- This limited warranty only applies to first quality Base King’s EnviroSTIX® Applied Acrylic Adhesive for Resilient Flooring.
- Flooring products that are seconds, remnants, trials, test floors or specials that are not part of the flooring manufacturer’s product line are not warranted by Base King.
- The obligations of Base King under this limited warranty are conditioned upon its receipt of full and final payment of the purchase price at the time a claim is received.
- Upon request from purchaser, Base King will mail a paper copy of the Warranty Claim Form to purchaser for completion. The original purchaser must submit a completed Warranty Claim Form within ten (10) years from the date of purchase and within fourteen (14) days of learning of the cause giving rise to a claim. Warranty Claim Forms may be obtained online at Base King’s website (www.baseking.com) and filed electronically on the website or by mailing via registered mail a completed Warranty Claim Form to the following address:

Conditions of EnviroSTIX® Standard Limited Warranty (cont’d)

Base King, LLC

137 Lower Dug Gap Road, SW, Dalton, GA 30720

Or electronically to: bill@baseking.com

- Base King reserves the right to inspect and test the jobsite and the Product to determine if the warranty claim is valid.
 - The maximum aggregate cost to Base King of all repair or replacement of the Product and any Affected Flooring covered under this limited warranty for a single end-use purchaser shall not exceed the original purchase price from Base King of the Product and will only apply to the damaged/defective area(s).
 - Any replacement Product will be of equal value and/or similar quality. Replacement Product is warranted under the terms and conditions of this limited warranty for the duration of the original limited warranty. Replacement materials and any Affected Flooring will be of the closest match reasonably available. Replacement Affected Flooring may not match the original flooring's surface emboss, gloss, texture, pattern, shade, hue or color. Any Product repairs or replacements performed under the terms of this limited warranty shall not lead to any extension whatsoever of the limited warranty.
 - Installation areas shall be maintained in accordance with the flooring manufacturer's recommendations or at a constant temperature between 65° F to 85° F with a minimum slab surface temperature of 55° F. The Flooring manufacturers temperature guidelines supersede our recommended temperature range.
- Product dimensional stability is not covered under this warranty including but not limited to shrinkage or expansion of the flooring materials.
- No cash refunds will be given.

LIMITATIONS OF WARRANTY

This limited warranty also specifically excludes:

- Damage resulting from accident including misuse, abuse and neglect or from other than normal and ordinary use of the Product whether intentional and unintentional.
- Damage resulting from failure to install or repair the Product in accordance with the latest installation instructions and guidance provided by Base King or installation of materials with visible defect or other visible issue.
- Damage resulting from failure to maintain the Product in accordance with the latest maintenance and care instructions provided by Base King.
- Damage resulting from fire, flood, windstorm, animals and acts of god.
- Promises or expectations conveyed by a salesperson or representative of Base King, outside of this limited warranty, unless such promise is in writing and signed by a principal of Base King.
- Product installed outside or in areas without proper climate control.
- Damage resulting from issues associated with excessive moisture or alkali in the subfloor. Moisture and alkalinity testing must be performed by purchaser in accordance with current ASTM procedures and meet Product specifications.
- Damage resulting from subfloor unevenness including areas of premature wear or burn marks from normal use or maintenance.
- Damage caused by dragging, sliding or pushing objects across the surface of the floor or damage resulting from excessively high point loads including indentation of flooring material due to heavy static or dynamic loads.
- Any and all expenses associated with expedited freight or costs associated with business interruptions, loss of use or other related costs associated with the Product repair or replacement.
- Damage caused by excessive heat, chemical or biological exposure (including but not limited to heat gun, iron, live steam or hot water, hot pots or pans or other cooking instruments, driveway sealer, wood or furniture stains, rubber backed mats, improper cleaning agents, substrate contaminants, patching compounds, excessive moisture, mold or mildew or other heat source, chemical or biological exposure) which results in alteration of the surface, discoloration or other damage to the Product.

THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

U.S Patent #'s: 9,409,344, 9,517,587, & 10,081,742.

Other U.S and Canadian patents pending.