



2026

### **Micron Sealers' and NeverStrip Shield Product Warranty**

This defines NeverStrip's (NeverStrip) limited warranty for NeverStrip-supplied Micron Sealers and NeverStrip Shield. ("Product" or "Products").

NeverStrip warrants for a period of ten (10) years from the date of purchase of the Product - that they will be free of manufacturing defects and will be in conformity with published specifications when handled, stored, applied and maintained in accordance with NeverStrip recommendations.

NeverStrip further warrants for a period of ten (10) years, the Products will not delaminate or discolor from UV light, when handled, stored, applied and maintained in accordance with NeverStrip recommendations.

Because traffic level/use and cleaning/maintenance with resulting wear are unpredictable, vary greatly and are not controllable by NeverStrip, NeverStrip does not warrant any specific performance other than stated in the previous section.

Periodic cleaning with recommended cleaners (see below) and periodic, ongoing use of recommended NeverStrip pads (see below) are expected procedures to maintain the Products and to conform with NeverStrip's warranty... A properly maintained Product, **as described within NeverStrip Cleaning and Maintenance Instructions, available on NeverStrip.com**, using recommended cleaners, pads, equipment and procedures/frequency, within a demanding commercial/industrial environment, may reasonably be expected to receive a new Sealer application every 12 to 60 months.

The existing warranty as to the old Product will terminate upon re-coating, and the previous warranty will be replaced by the warranty applicable to the new Product.

This Product warranty is subject to the following conditions and limitations:

1. The floor surface is cleaned, prepared and free of foreign material in accordance with NeverStrip written instructions prior to application of the Products.
2. The Products are applied in accordance with NeverStrip's written instructions.
3. Purchaser notifies NeverStrip of a claim it believes is covered by this Warranty within 60 days from the date when the Purchaser first becomes aware of such claim or issue.
4. The floor surface with the Products must be cleaned and maintained in accordance with NeverStrip Cleaning and Maintenance instructions provided to Purchaser and/or are available on NeverStrip's website ([www.neverstrip.com](http://www.neverstrip.com)).
5. This warranty does not cover the performance of any surface, including any sub-surface thereof, to which NeverStrip's Product has been applied, including adhesion loss, lifting, curling and compression of surfaces or materials such as, but not limited to, adhesives, flooring, underlayment, or micro topping.
6. Notwithstanding the provisions of paragraph No. 3 hereof, this warranty does not cover below-grade installations.
7. The application and/or removal in any fashion of any tape onto the Product, for any purpose and for any duration, will render the warranty null and void.
8. NeverStrip's sole obligation with respect to any claim under this Warranty is limited to supplying, at no charge, a sufficient amount of replacement Product. NeverStrip shall have no responsibility or liability for any other costs or damages, including any special, incidental, or consequential damages, as set out more fully below. NeverStrip shall have no obligation for reimbursement of labor, supervision, or other costs. NeverStrip is not responsible for work performed by any contractor, including an Authorized Dealer.



9. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY; NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY , WRITTEN, ORAL OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY , SHALL APPLY.

Except as provided above, the liability of NeverStrip on claims of all kinds, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of, connected with, or resulting from the sale and use of the Products is limited to the costs and remedies set forth above. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall NeverStrip or its suppliers, or any of their respective directors, officers, employees, or agents, be liable for special, incidental, exemplary, or consequential damages, including, but not limited to, loss of sales, profits or revenues, loss of use of premises or equipment, the cost of substitute premises, equipment or facilities, downtime costs, or claims of others for such damages. The foregoing limitations of liability and disclaimers shall apply irrespective of whether the possibility of such special, incidental, or consequential damages has been disclosed to NeverStrip in advance or could have reasonably been foreseen by NeverStrip.