



## Zamma Cap A Tread 20-Year Limited Warranty

**COVERAGE AND CONDITIONS:** Subject to the conditions and limitations as stated hereinafter, **Zamma Corporation** warrants that Zamma Cap A Tread Profiles will be free from manufacturing defects for a period of twenty (20) years from the date of purchase and only when the Cap A Tread Profiles are used and installed in accordance with the terms and conditions of Zamma installation instructions. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building material for the owner's intended use. Visual defects or nonconformities apparent prior to installation are not covered by this warranty. Further, this warranty does not cover normal wear and tear or other damage (e.g., scratches, discoloration, fading, etc.) caused by impacts or accidents. It is recommended that the owner consult an experienced and professional installer.

**RESOLUTION:** If the Cap A Tread Profiles fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Zamma Corporation, is to reinstall or replace the failed portion of the Cap A Tread profile installation and any flooring that may have been compromised due to the failed profile.

**DISCLAIMER:** THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY THE STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ZAMMA CORPORATION EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF ZAMMA CORPORATION, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LEIU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**TRANSFERABILITY:** This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated – ( herein referred to as "Owner") and is not transferable or assignable, unless approved in writing by an Officer of Zamma Corporation are otherwise prohibited by specific state or provincial law.

**MODIFICATION TO WARRANTY:** No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by an Officer of Zamma Corporation.

**EFFECTIVE DATE:** This warranty shall supersede and replace any and all prior oral and written warranties, agreements, or other such representations made by or on behalf of Zamma Corporation relative to the Cap A Tread Profiles or the application of the Cap A Tread Profiles and shall apply to any installation occurring on or after January 1, 2013.

**CLAIMS ON THIS LIMITED WARRANTY:** To make a claim under this Limited Warranty, the Owner must provide Zamma Corporation with written notice within 30 days of any alleged defect in the Cap A Tread Profiles covered by this Limited Warranty, together with date and proof of purchase of the Cap A Tread Profiles, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Zamma Corporation reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.

All Claims shall be sent to:

Zamma Corporation  
Attn: Warranty Claims Department  
14468 Litchfield Drive  
Orange, VA 22960