



# 50 Year Warranty

## 50 YEAR WARRANTY

Total Basement Finishing ("TBF") warrants that the TBF EverLast™ Wall Panels are free from manufacturing defects for 50 years, TBF warrants that the finished surface of the TBF EverLast™ Wall panels will not be ruined by water or moisture, and will inhibit or retard mold growth on the finished face of the structural panels and trim components for fifty (50) years from date of installation by authorized TBF Dealer.

## TRANSFERABILITY OF THE WARRANTY

This warranty is transferable one time as provided in this paragraph. In the event that the original consumer sells the building in which the TBF EverLast™ Wall panels have been installed at any time during the warranty period, this warranty may be transferred to that subsequent purchaser, effective if and when, the subsequent purchaser notifies TBF in writing within thirty (30) days of the date of the sale of the building.

## REMEDY

Should the TBF EverLast™ Wall panels be other than as warranted during the applicable warranty period, TBF, at its sole option, will repair or replace the defective components of the TBF EverLast™ Wall panels. The TBF obligation to satisfy this warranty monetarily shall be subject to these limits:

*Maximum repair or replacement cost to TBF shall be the replacement cost of the defective components and shall not include any labor charges.*

*The replacement described above or, at the option of TBF, its monetary equivalent will be the only remedy available to the Consumer for defective components of the TBF EverLast™ Wall panels.*

## LIMITATIONS ON COVERAGE

This warranty does not apply to, and TBF shall not be liable for any damage to the TBF EverLast™ Wall panels or any components or any claims under this warranty if such damage or claim(s) arise out of, are caused by, or are in any way related to: The TBF EverLast™ Wall panels being or having been subject to abnormal conditions, including exposure to chemical fumes, vibrations, presence of standing water for longer than 10 days, temperature in excess of 104 degrees, or less than 35 degrees, or buildup of dirt or dust on the TBF EverLast™ Wall panels; The failure to protect the TBF EverLast™ Wall panels from direct sunlight; The TBF EverLast™ Wall panels being or having been subject to causes beyond normal use including, but not limited to: Acts of God, fire, exposure to chemicals, physical abuse or misuse; Alterations to the TBF Wall System made after completion of installation, including, but not limited to, painting or application of cleaning solutions, coatings or other modifications;

This warranty applies only to the TBF EverLast™ Wall panels and not to any other products, components, or assemblies existing or newly installed in the basement.

While the TBF EverLast™ Wall panels are designed to be mold and mildew resistant, good practice demands that humidity be maintained below 70% through the use of dehumidifying equipment in order to avoid mold and mildew problems on other contents of the basement. The TBF EverLast™ Wall panels should not be installed in basements known to leak.

ANY IMPLIED WARRANTY, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE, AND WARRANTY OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. TBF SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM TBF. THE TBF LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## NOTIFICATION OF CLAIMS

Claims pursuant to this warranty must be submitted in writing, together with proof of purchase and installation date, to Total Basement Finishing, Inc., 60 Silvermine Road, Seymour, CT 06483 within thirty (30) days after the discovery of the alleged defect. Within thirty (30) days after receipt of the Consumer's written claim, a TBF representative will contact the Consumer to investigate the claim. This warranty certificate signed by the authorized independent TBF dealership and dated as of completion of installation will help establish proof of purchase.

## MODIFICATION OF THIS LIMITED WARRANTY

This limited warranty may not be changed or modified. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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Authorized Independent TBF Dealer Installation

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Completion Date