

## **LEVEL.UP ADJUSTABLE DECK PEDESTAL JOIST SUPPORT KITS AND ADDITIONAL LEVEL.UP COMPONENTS LIMITED WARRANTIES**

Level.Up Adjustable Deck Pedestal Joist Support Kits<sup>1</sup> and additional Level.Up components<sup>2</sup> (“Level.Up Warranted Product(s)”) are warranted by DAP Global Inc. (“DAP”) to be free of defects in material and workmanship upon delivery, and DAP will repair or replace any defective components under normal use for a period of ten years, **other than Flexible Shims, which are warranted for three years from the date of purchase**, subject to the terms, conditions, limitations and exclusions herein.

Correction by repair or replacement of materials or workmanship in your Level.Up Adjustable Deck Pedestal Joist Support Kits and additional Level.Up components, which our examination shall disclose to our satisfaction to be defective, shall constitute the sole and exclusive remedy under these warranties or any implied warranties. DAP’s maximum liability shall be limited to an amount equal to the original purchase price of the Level.Up Adjustable Deck Pedestal Joist Support Kits or additional Level.Up component, as applicable.

These limited warranties apply only to conditions of normal use, as defined and set forth herein, and do not apply to damage resulting from other causes, including but not limited to abuse, excess loading or weight, malicious mischief, impact, acts of God or of nature, such as, but not limited to, wind uplift, seismic conditions, fire or conditions unique to each installation.

### **LIABILITIES EXCLUDED FROM COVERAGE OF 10 YEAR LIMITED WARRANTY:**

**Flexible Shims are warranted for a period of three years from the date of purchase, subject to the same terms, conditions, limitations and exclusions herein.**

DAP’s sole responsibility and maximum liability under these limited warranties is limited as stated above, and DAP excludes any and all other responsibilities and liabilities from these limited warranties, including but not limited to the following:

DAP assumes no responsibility or liability for (1) damage to the substrate or other base over which the Level.Up Warranted Product(s) are installed; (2) the building structure or interior contents thereof; (3) any property damage or bodily injury; (4) incidental or consequential damages, including, but not limited to, loss of income, loss of time, loss of use, or any other type or form of consequential or incidental or economic loss; (5) the compatibility of the product with existing environmental conditions; and (6) the design of the end use; and DAP assumes no liability for any failure of the Level.Up Warranted Product(s) resulting from (1) failure of the immediate substrate below the Level.Up Warranted Product; (2) failure from proprietary (non-warranted) systems or products utilized by the purchaser; OR (3) failure caused by not adhering to the most current Level.Up Specifications and Installation instructions available at the time of install. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WRITTEN WARRANTY, EXCEPT IN STATES WHERE THIS LIMITATION IS NOT ALLOWED.**

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<sup>1</sup> Level.Up Adjustable Deck Pedestal Joist Support Kits include Adjustable Pedestals, Joist Top Attachments, Slope Levelers, and Floating Foundation Bases. Kit size will determine the number of each of these components, with the 12 Pedestal Kit containing 12 of each component and the 2 Pedestal Kit containing 2 of each component.

<sup>2</sup> The following components may be purchased individually and separately from the Level.Up Adjustable Deck Pedestal Joist Support Kits: Joist Top Attachment, Slope Leveler, 1.5 Inch Height Adjustment Coupler, 4 Inch Height Adjustment Coupler, .5 Inch Fixed Height Pedestal, and Flexible Shims.

**ACCESS:**

In the event of any claim under the terms of these limited warranties, DAP, its agents or employees shall have free access for testing during regular business hours to that portion of the property where the Level.Up Warranted Product(s) were installed. Failure by Purchaser to permit such access shall constitute a waiver of these warranties by the Owner and shall relieve DAP from any further obligations hereunder.

**WAIVER:**

DAP's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

**ASSIGNABILITY:**

These limited warranties shall accrue only to the original Purchaser and shall not accrue to any successors or assigns. DAP does not assume and does not authorize any other person to assume for it any other liability in connection with the sale of the Level.Up Adjustable Deck Pedestal Joist Support Kits or additional Level.Up components.

**NOTICE:**

Written notice of defects must be provided by the Purchaser within 30 days of discovery, but in no event later than the expiration of the applicable warranty period provided herein. Written notice shall be sent electronically to the following e-mail address: [claims@dap.com](mailto:claims@dap.com).

**DISCLAIMER OF ALL OTHER WARRANTIES:**

The foregoing are DAP's sole warranties with respect to the Level.Up Adjustable Deck Pedestal Joist Support Kits and additional Level.Up components. This disclaimer and the limited warranties provided herein are expressly in lieu of any and all other representations and warranties. **DAP EXPRESSLY EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DAP assumes no liability for damage caused by flood, fire, water, earthquake, earth movement, hail, wind, insects, adverse weather conditions, vegetation, vandalism, riot, war, insurrection, contagion, pandemic, act of God, accident, or any other event or casualty.**

**EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF DAP's LIABILITY:**

The sole and exclusive remedy under these limited warranties against DAP shall be as provided herein. No other remedy shall be available. No representative of DAP has the authority to make any representations or provisions except as stated herein. Any action to enforce these limited written and implied warranties shall not be commenced more than ninety (90) days after the expiration of the applicable warranty period designated herein.

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