



11 June 2015

**RE: BIOCIDES AND WARRANTY STATEMENT – Pool & Spa Applications**

***To Whom It May Concern:***

Novagard Solutions, Inc. is a leading supplier of specialty chemical products providing engineered solutions to the Pool and Spa Tile Industry.

To meet the specific demands in an exterior environment, Novagard Solutions manufactures various one component RTV (room temperature vulcanizing) sealants targeted for Pool & Spa application with a biocide additive which inhibits or resists mold or fungal growth. However, the biocide does not make the adhesive fungal or mold-proof. Some species may grow in some moist or damp product application environments. This product is not warranted against mold or fungal growth on or near the surface.

These products are sold without any implied warranty for performance except as follows:

**LIMITED WARRANTY**

Novagard Solution offers exclusively to you (our customer) the following limited warranty as its sole warranty with respect to Novagard Pool and Spa products: Novagard 100 Series RTV Industrial Silicone, Silicone Tile Grout Sealant and Silicone Tile Adhesive. Except as provided below, at the time of shipment, our product will meet the specifications contained within the written Technical Information accompanying the shipment of our product (“Limited Warranty”). Your exclusive remedy for breach of this Limited Warranty is limited to a refund of purchase price or replacement of any product that does not meet this Limited Warranty.

**LIMITATIONS AND EXCLUSIONS**

You may not make any claims on this Limited Warranty for our product five years after the date you have purchased that product. Additionally, this Limited Warranty shall not apply if our product is used or applied as follows:

- In below-grade applications
- When surface temperatures exceed 50 °C (122 °F) during installation
- On surfaces that are continuously immersed in water
- On building materials that bleed oils, plasticizers or solvents that may affect adhesion
- On frost-laden or wet surfaces

- In totally confined joints (the sealant requires atmospheric moisture for cure)
- If the sealant is intended to be painted (paints do not typically adhere to most silicone sealants)
- On surfaces in direct contact with food or other food-grade applications
- 18 months after our product is manufactured
- Is mixed or combined with any other material or compound
- In any other manner inconsistent with our Technical Information.

**INFORMATION NOT PART OF LIMITED WARRANTY – PLEASE READ CAREFULLY**

The information contained in our Sales Information and other written information is offered in good faith and is believed to be accurate, but is not offered as substitute or as part of this Limited Warranty. As you know, the conditions and methods of use of our Novagard products are beyond our control, and no Sales Information should not be used in substitution for customer's tests to ensure that our products are safe, effective, and fully satisfactory for the intended end use. Suggestions of use shall not be taken as inducements to infringe any patent.

**NOVAGARD SOLUTIONS, INC. SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.**

For specific details about the NOVAFLEX family of construction products performance and their material specifications, please visit the website at [www.novagard.com](http://www.novagard.com) .