



## Limited 30 year Warranty

BJET Inc. (BJET) warrants to the Qualified Owner (as defined below) that its **tyroc** subfloor panels (the “**Product**”) will be free from defects in materials, performance and workmanship related solely to the manufacture of the Product for a period of 30 years from date of purchase by the Qualified Owner. A “**Qualified Owner**” is the owner of a newly built residential dwelling in which the Products are installed, or, in the case of a remodeling project, the owner of the residential dwelling at the time the Products are installed.

**This limited 30 year warranty is subject to the following conditions:**

**The Products must only be used indoors and only in residential applications. The Products must be installed properly in strict accordance with the current tyroc Installation Guide which is available at [www.tyrocinc.com](http://www.tyrocinc.com) or by calling the BJET Help Line at 1-519-622-0943.**

This limited warranty is against manufacturing defects relating to the Products only and applies only

- (a) if the Products are installed in residential application in strict accordance with the tyroc Installation Guide referred to above and used in strict conformity with its intended and expressly recommended purpose, and
- (b) to Products that are selected, purchased, handled and installed after March 24, 2009.

Before B-JET will honour any claim under this warranty, the Qualified Owner must give B-JET written notice within 30 days after discovery of a defect and provide a BJET representative with an opportunity to inspect the Product before any alteration or repair is made. If BJET’s inspection confirms that a defect exists in the Product and such defects result from manufacturing defects, BJET, at its sole option, will repair the defective Product, provide a replacement Product, or reimburse the reasonable cost of repair or replacement of the defective Product. These remedies are the Qualified Owner’s sole and exclusive remedies for any breach of warranty.



*“warmth, comfort, dryness”*

Any defect or damage or loss resulting, or caused, in whole or part from the following conditions is **not** BJET’s responsibility and is **not** covered by this warranty:

- (a) settling, expansion, contraction, moving, building, buckling, cracking or failure of the residential structure or any part thereof, including without limitation, its foundation; or
- (b) failure to meet building code requirements for the floor leading to excessive deflection, structural failure, and/or excessive moisture exposure due to lack of proper protection of the Product by third party installers; or
- (c) causes other than recommended use conditions of the Product such as, but not limited to, improper storage, shipping, handling, use, maintenance or installation (including, but not limited to, faulty workmanship in the installation of the Product or not installing the Product in strict accordance with the installation sheet available at the time the Product is installed); or
- (d) fire, earthquakes, lightning, force majeure; or
- (e) nature or any natural disaster not otherwise mentioned; or
- (f) impact with other objects; or
- (g) alteration of the Product, or reasonable wear and tear of the Product; or
- (h) during shipping; or
- (i) any other cause or event beyond BJET’s direct control.

**THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY BJET WITH RESPECT TO THE PRODUCT. BJET EXCLUDES AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, IN SO FAR AS SUCH EXCLUSION OR DISCLAIMER IS PERMITTED UNDER THE APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATUTES DO NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.**



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This warranty supersedes all prior or contemporaneous oral or written representations concerning the Product. Any modifications to this warranty shall only be provided by BJET as it in its sole direction may provide. No BJET employee, agent or other person is authorized to modify or alter this warranty.

**UNDER NO CIRCUMSTANCES WILL BJET BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, CLAIMS OR LIABILITY WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR BREACH OF WARRANTY, BREACH OR NON-FULFILLMENT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES, LOSSES, CLAIMS OR LIABILITY INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, AND DAMAGE TO OTHER PROPERTY OR LOSS OF USE OF THE PRODUCT.**

For warranty claims, contact the store where you originally purchased the Product, with proof of purchase. For questions on our warranty or more information regarding the Product call the BJET Help Line at 1-519-622-0943.