

nora[®] by Interface[®]

nora[®] nTx Warranty – Americas

Warranty Coverage

nora systems, Inc. ("nora"), warrants nora[®] nTx when used in conjunction with nora[®] nTx 020), including the bond and resistance to moisture and/or high alkalinity for a period of (10) ten years from the date of purchase by the buyer and/or end user, whichever is first, provided all nora nTx and nora nTx storage, preparation, installation and usage directions are followed.

nora will repair or replace defective areas of the nora nTx and pay the reasonable labor and material costs to remove, repair or replace the defective areas of the nora nTx, provided the buyer or end user complies with the terms of this limited warranty. nora nTx must be applied in strict accordance with nora's written nora[®] nTx Installation Guide. Please contact nora systems, Inc. for the current version or go to www.nora.com/us website, as it is subject to change.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, NORA EXTENDS NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR EXACT MATCHING OF SHADE, COLOR OR MOTTLING. NORA HEREBY DISCLAIMS ANY OTHER WARRANTY OR GUARANTEE UNLESS EXPRESSLY AUTHORIZED AND ENDORSED IN WRITING AS SET FORTH BELOW.

No agent, employee or representative of nora is authorized to make any warranty or guarantee concerning the products. Any alteration, amendment or waiver of this nora nTx limited warranty must be in writing and signed by an officer of nora.

Exclusions from Warranty Coverage

nora hereby disclaims any warranty coverage arising from the following; concrete slabs that have ASR (Alkali Silica Reaction) present, hydrostatic pressure, structural failure, inadequate sub-floor, or improper sub-floor preparation including failure to remove any bond breaking contaminants; damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disaster, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse, damage by a third party; failure to comply with our nora nTx Installation Guide and any other written instructions, applicable building codes and regulations, and other standard industry practices; variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials; any changes due to exposure to sunlight and age; normal wear and tear resulting from usage; efflorescence and shading inherent in all cementitious products; and cracking due to structural movement after application, excessive deflection or other failure of the substrate.

Notice of Claims

To make a claim under any warranty, the buyer or end user must provide written notice to nora systems, Inc. at 9 Northeastern Blvd., Salem, NH 03079, within 30 days of discovery of any alleged defect of the product. nora must be given the opportunity to inspect and examine the product prior to buyer or end user repairing or replacing the defective product.

Limitation of Liability; Indemnity

nora will not be directly or indirectly liable for any other losses, claims or damages in excess of the cost of the products invoiced by nora and reasonable labor costs. nora shall not be liable for any consequential, incidental, enhanced or punitive damages whatsoever, whether arising out of breach of contract, warranty, tort, (including negligence and strict liability) or other theories of law with respect to goods and/or services sold by nora or any undertakings, acts, or omissions relating thereto, and nora hereby disclaims all such damages. Buyer shall indemnify nora against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defense) which nora may incur as a result of any claim by buyer or others arising out of or in connection with the goods and/or services sold hereunder and based on product or service defects not proven to have been caused solely by nora's negligence.

Governing Law; Venue

The rights and obligations of the parties hereto and the interpretation, construction and effect of any provision hereof or any contract formed pursuant hereto shall be governed by and construed in accordance with the laws of the state of New Hampshire, without reference to its conflict of law rules.

Supersedes all previous information. Effective February 2020.