



MOSHE 3000 FLEX GREEN

► Limited Warranty

Subject to the conditions and limitations stated in this limited warranty statement, **MOSHE 3000 USA, LLC (MOSHE 3000)**, warrants to the original owner and/or occupant that Moshe 3000 Green will be free from manufacturing defects and will not break down or deteriorate under normal usage when installed in accordance with the written specifications of **MOSHE 3000**, industry standard guidelines and applicable Building codes. For this Limited Warranty to apply, all of the applications that comprise the installation must be performed exclusively with the Products listed in this document for each application. **MOSHE 3000's** responsibility for defective products is limited to refund or replacement as described below in this Limited Warranty. Warranty period, listed below, commences upon registration of the validation form with **MOSHE 3000**. The validation form must be filed within 30 days after substantial completion of the Project (necessary to fill out the warranty activation form on the website <http://www.moshe3000.com>). This warranty is not transferable beyond the original occupant. **MOSHE 3000** may change the terms of this warranty, provided that their effects are not retroactive.

The duration of this limited warranty is determined by the specific product configuration applied:

- 1- Five (5) Years: This warranty period applies when only the **MOSHE 3000 Flex Green** product is applied as a standalone solution.
- 2- Twenty (20) Years: This warranty period applies when the complete **MOSHE 3000 System** is applied, consisting of the integrated use of **MOSHE 3000 Flex Green**, **MOSHE 3000 Floor & Wall**, and **MOSHE 3000 Reinforcing Mesh**.

► Scope of Coverage, Exclusions and Limitations

This Limited Warranty is extended only to the original purchaser of **MOSHE 3000 FLEX GREEN** and only for the duration of the Warranty Period. This Limited Warranty is not transferable or assignable and does not extend to any subsequent owner or other transferee of the product, and therefore there shall be no third party beneficiary to this Limited Warranty. **MOSHE 3000** assumes no responsibility, nor does it offer any promises or warranties—whether express or implied—about its products to anyone who is not a party to a specific agreement. This includes the disclaimer of any obligation to guarantee that the product is merchantable, fit for a particular purpose, or does not infringe third-party rights, regardless of where such warranties may arise. It is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability.

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND.

This exclusion applies regardless of whether such damages are sought in contract, in tort (including negligence and strict liability), or otherwise.

This Limited Warranty does not cover any damage due to (i) structural failure, excessive deflection or other failure of the substrate ; (ii) workmanship that is not in accordance with standard industry practices and procedures and **MOSHE 3000** published instructions; (iii) transportation; (iv) storage; (v) external causes such as accidents, abuse, or other actions beyond **MOSHE 3000**'s reasonable control, including but not limited to flooding, hurricane, tornado, earthquake and fire; (vi) efflorescence and shading, which are inherent in all cementitious products and are not considered a manufacturing defect.; (vii) improper use; (viii) modifications to the product, such as, but not limited to, dilution and mixing with other products; (ix) unauthorized repair; (x) normal wear and tear; (xi) improper surface preparation; (xii) mechanical damage, abrasion, or puncture after application.

MOSHE 3000 will not be liable for any loss, damage or labor costs (whether direct, indirect, special, incidental, or consequential) incurred in the original or replacement application, arising from surface preparation system or any **MOSHE 3000** product incorporated therein. **MOSHE 3000** specifically disclaims any liability for, and this warranty does not cover, any damage to the structure or its contents, including but not limited to: Structural Damage (Damage to the building's foundation, framing, or substrate); Interior Finishes (Damage to drywall, plaster, paint, wallpaper, ceilings, or flooring); Personal Property (Damage to furniture, electronics, appliances, or other household/commercial goods); Environmental Hazards (The growth of mold, mildew, fungi, or any biological contaminants resulting from water intrusion); Economic Loss (Loss of use of the property, loss of profits, business interruption, or increased living expenses). This disclaimer applies to any legal theory, including warranty, contract, negligence, or strict product liability. As in some states, the exclusion of consequential damages is not allowed, these limitations or exclusions may not apply to you.

This limited warranty is strictly for the material only. **MOSHE 3000** shall not be responsible for any costs or expenses associated with: the removal or stripping of the failed Product; the labor costs for the re-application of replacement material; the cost of any other materials not manufactured by **MOSHE 3000** used in the assembly; any shipping, handling, or disposal fees related to a warranty claim

This warranty is not a maintenance contract. This warranty gives you specific legal rights and any warranties implied by law shall be limited in duration to the duration of this limited warranty. This warranty is expressly in lieu of all implied warranties, including the Implied Warranty of Merchantability. Some states do not allow limitations on some aspects of implied warranties, so these limitations may not apply to you.

► Exclusive Remedy

Considering the limitations and exclusions set forth in this warranty, in the event of a proven manufacturing defect in **MOSHE 3000 Flex Green**, within the warranty period, as its sole and exclusive remedy, **MOSHE 3000** will provide: (i) the replacement of the specific quantity of the Product proven to be defective, or (ii) a refund of the original purchase price paid for the defective portion of the Product.

If the entire **MOSHE 3000** product system was used in the application, in the event of a proven manufacturing failure of any **MOSHE 3000** component, the company will replace or refund all of its products used in the project, to the extent of the effectively affected

areas. Proof of product purchase is required for any claim, in a quantity compatible and sufficient for the entire application area of the **MOSHE 3000** product system.

A technical visit may be requested by **MOSHE 3000** for verification purposes prior to replacement or refund.

► Claim Procedure

To make a claim under this warranty, written notice must be sent to **MOSHE 3000** within 30 days of discovering the alleged manufacturing defect, including all information related to the alleged installation defect, including proof of purchase and installation of the material. **MOSHE 3000** may conduct a physical inspection to determine the validity of the claim. **MOSHE 3000** will issue a formal opinion within 15 days of receiving the notice. No repairs should be made before **MOSHE 3000** has formally responded. For claims that are proven invalid, **MOSHE 3000** will be reimbursed for any expenses incurred in investigating the claim, such as travel and labor costs.

MOSHE 3000 USA, LLC – Technical Support Department
3259 Progress Drive, Suite 171
Orlando, FL 32826