

Triarch hereby provides a pass through warranty from the original manufacturer to the building owner that the Spatula Stuhli materials will not delaminate, peel, flake, or chalk for a period of ten (10) years from the date of installation, provided all of the following conditions have been met:

1. All materials were installed in accordance with Triarch's published specifications and recommendations.
2. The materials were installed on approved substrates of gypsum board, concrete or masonry which have been prepared in accordance with Triarch published recommendations. Any materials not manufactured or sold by Triarch, including but not limited to the substrate, shall not be covered under this warranty.
3. The substrate upon which the material is applied has remained sound, dry, and is without movement.
4. The Spatula Stuhli materials were installed by a Triarch factory qualified applicator.
5. Owner provides Triarch with written notice of any defects within thirty days of the discovery of failure at One Energy Way, West Warwick, RI 02893, ATTN: Warranty Services. The owner shall provide Triarch an opportunity to inspect the affected area before repairs are undertaken.
6. All monies owing to Triarch have been paid in full.
7. This warranty does not cover failures or defects resulting from improper installation or workmanship, improper storage, abuse, vandalism, damage from accidental causes or negligence by any person, thermal movement, structural movement, structural failure, acts of God, engineering or design deficiencies, or defective or insufficient caulking.
8. IN NO EVENT SHALL TRIARCH BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY OTHER DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.
9. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS OR IMPLIED.
10. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER, OR, IN CONNECTION WITH, OR IN ANY WAY RELATING TO THE TRIARCH MATERIALS SUPPLIED AND INSTALLED ON THE PROJECT.
11. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.
12. This warranty is for material only; the contractor warrants his workmanship separately.
13. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. IN NO EVENT SHALL TRIARCH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, INSTALLATION, PERFORMANCE OR FAILURE OF THE PRODUCT.
15. Should the Spatula Stuhli materials delaminate, peel, flake, or chalk under normal use within the warranty period, Triarch's sole responsibility under this warranty shall be to supply at no charge sufficient materials for replacement of the failed materials only. Triarch shall have no responsibility for any other charge, including the cost of labor to install the replacement material.

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