

# LuxWALK Luxury Vinyl Flooring Underlayment

## FLOORING UNDERLAYMENT 10-YEAR LIMITED WARRANTY

MP Global Products, LLC ("Manufacturer") warrants LuxWalk Luxury Vinyl Flooring underlayment ("Product") free from defects in manufacturing, materials, and workmanship in manufacture for a period of 10 years from the date the Product was originally purchased (the Limited Warranty Period). In addition, MP Global Products, LLC also warrants LuxWalk Luxury Vinyl Flooring underlayment against material breakdown, deterioration, or disintegrating when installed under a floating floor system, for the duration of the Limited Warranty Period. This warranty is non-transferable.

The floor must be rigid and structurally sound. The deflection cannot exceed L/360 of the span under intended live and dead loads. Notification of failure must be within 30 days. MP Global Products, LLC reserves the right to inspect installation. MP Global Products, LLC will replace all damaged areas of primary flooring that are proven to result from failure of our underlayment. Replacement is limited to that of LuxWalk Luxury Vinyl Flooring underlayment, reasonable cost of the damaged flooring, and reasonable labor costs.

MP Global Products, LLC will not assume liability for damage or failure of primary and secondary flooring caused by any type of surface liquid spills, accidental human and pet spills of any type that may cause harm to the primary and secondary flooring products, broken pipes, hoses, rain water, etc., improper installation and installation supplies, defects caused by damage in transit or while in the possession of the purchaser due to abuse or misuse. Satisfactory results depend not only on quality products, but also upon factors beyond our control. Therefore, this warranty only applies to the membrane itself and not to the manner of installation over which we have no control.

This warranty applies regardless of the brand of luxury vinyl floor used with LuxWalk Luxury Vinyl Flooring underlayment. Should any manufacturer of a floating floor fail to honor its warranty due to the installation of LuxWalk Luxury Vinyl Flooring underlayment rather than its own underlayment, MP Global Products, LLC will honor the manufacturer's warranty in the event of damage to its floor caused directly by a failure of LuxWalk Luxury Vinyl Flooring underlayment to conform to this warranty.

### **Limitations and exclusions**

When used in commercial settings or multi-family dwellings, this warranty is limited to floating Luxury Vinyl installations.

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND IN LIEU OF AND EXCLUDING ALL OTHER WARRANTIES OF MP GLOBAL PRODUCTS, LLC, ITS AGENTS OR EMPLOYEES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. MP GLOBAL PRODUCTS, LLC'S LIABILITY TO DISTRIBUTOR AND ALL PURCHASERS OF PRODUCTS IS LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY SET FORTH HEREIN, EXCEPT TO THE EXTENT SPECIFICALLY PRECLUDED BY APPLICABLE LAW, AND DOES NOT INCLUDE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.