

ULTRALAYER[®]

FLOORING UNDERLAYMENT 15-YEAR LIMITED WARRANTY

MP Global Products L.L.C. (“Manufacturer”) warrants that its UltraLayer™ (“Product”) underlayment for hardwood flooring, ceramic flooring, porcelain flooring, and natural stone flooring (“Covered Flooring”) is free from defects in manufacturing, materials and workmanship in manufacture for a period of 15 years from the date the Product was originally purchased (“Limited Warranty Period”). Manufacturer further warrants that the Product will suppress the transfer of lateral cracking of up to one quarter inch (1/4 inch) from concrete sub-floors to the Covered Flooring provided, however, that such warranty shall not cover cracking that occurs under the following conditions: 1) The preparation, conditions and installation of the Product is not in accordance with industry standards as outlined by the Tile Council of North America (TCNA) and the American National Standards Institute (ANSI) for ceramic, porcelain and natural stone applications; 2) the lateral sub-floor crack exceeds one-quarter inch (1/4 inch); 3) the installation is not conducted as per Manufacturer’s written instructions; 4) the sub-floor is not within tolerances of vapor emissions per industry standards; 5) defective tile, grout, or thinset mortar is used in the installation; 6) vertical cracking, settling, displacement, or excessive deflection occurs; 7) there exists a failure of floor patching or leveling materials, or use of non-approved patching or leveling materials; or 8) improper installation materials or methods were used. This limited warranty is extended to the original property developer and/or the original occupant of the property where the Product is installed (the “Owner”) and covers only damage to the Covered Flooring (subject to the exclusion and limitations provided below and on the reverse side). This warranty is not transferable during the Limited Warranty Period.

MANUFACTURER WILL HAVE NO RESPONSIBILITY OR LIABILITY UNDER ANY THEORY FOR REPLACEMENT OF OR REFUND FOR WARRANTED MATERIAL DAMAGED BY ANY OF THE FOLLOWING: (1) INSTALLATION WHICH IS NOT PERFORMED TO INDUSTRY STANDARDS OR PERFORMED CONTRARY TO MANUFACTURER’S INSTRUCTIONS AND RECOMMENDATIONS, (2) ACCIDENT OR ABUSE, (3) IRREGULARITIES OF THE SUB-FLOOR, OR (4) HYDROSTATIC PRESSURE. IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF THE PRODUCT (NOT OTHERWISE EXCLUDED HEREIN), MANUFACTURER WILL, AT ITS SOLE OPTION AND DISCRETION, 1) REINSTALL OR REPLACE THE FAILED PORTION OF THE FLOOR COVERING ASSEMBLY OR 2) PAY AN AMOUNT NOT TO EXCEED THE ORIGINAL SQUARE FOOT COST OF THE INSTALLATION OF THE FLOOR COVERING ASSEMBLY SHOWN TO BE DEFECTIVE. FLOOR COVERING ASSEMBLY IS DEFINED TO INCLUDE MANUFACTURER’S PRODUCT, NON-REUSABLE FLOORING SURFACES, AND THE APPROPRIATE SETTING AND GROUTING MATERIALS. FURTHER, DUE TO CONDITIONS BEYOND THE CONTROL OF MANUFACTURER SUCH AS COLOR AND SHADE AVAILABILITY, DISCONTINUATION, NORMAL WEAR AND TEAR, MANUFACTURER CANNOT GUARANTEE OR WARRANT AN EXACT MATCH TO THE SPECIFIC TILE, STONE OR OTHER FLOORING MATERIALS USED IN THE INSTALLATION. IN SUCH EVENTS, SUBSTANTIALLY SIMILAR MATERIALS MAY BE SUBSTITUTED.

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO THE CONDITIONS, LIMITATIONS, AND EXCLUSIONS PROVIDED ON THE REVERSE SIDE.

CONDITIONS/EXCLUSIONS TO THE LIMITED WARRANTY

THIS 15-YEAR LIMITED WARRANTY IS FURTHER MADE SUBJECT TO THE FOLLOWING CONDITIONS AND EXCLUSIONS, PLEASE READ THE FOLLOWING CAREFULLY:

1. Required Installation. To be covered by this Limited Warranty, the Product must be installed indoors following the Manufacturer's recommended installation instructions for the Product and the manufacturer's recommended installation instructions for the Covered Flooring. This Product may only be used in "Type II" flooring applications, and is not suitable for areas exposed to constant moisture such as shower stalls, dairies, etc. This Product may not be used directly over expansion joints.

2. Limitation on Causes of Defects Covered Under Warranty. This limited warranty covers only defects in manufacturing materials or workmanship and does not cover defects, malfunctions or failures resulting from any other causes including, without limitation: (i) improper or inadequate installation; (ii) damage caused by trades people or visitors to the job site or by cutting or puncturing or other post installation damage to the heating elements; (iii) defects caused by fire, flood, tornado, hurricane, earthquake, acts of God, differential settlement, insect infestation, extraordinary environmental conditions, riot or other civil insurrections, or acts of war or conflict; (iii) defects caused by abusive conditions or accidents, such as but not limited to cutting, severe impact or abnormal vibrations; (iv) installation or use of the Product in any manner not recommended by the Manufacturer; and, (v) defects caused by improper or inadequate maintenance, cleaning, use or care of any Covered Flooring installed over the Product, including without limitation, the use of improper or un-recommended cleaning solutions or cleaning practices.

3. Controlling Document. This warranty is the sole and exclusive description of warranties applicable to the Product. Any written or oral representation, warranties or guarantees concerning the Product which are inconsistent with or beyond the scope of the description contained herein are superceded by this document and deemed inapplicable or void.

4. Required Procedures to Submit a Warranty Claim. In order to obtain performance of any warranty obligation, the Owner must do the following: Contact the Manufacturer at the toll free number listed below or by mail at the address listed below, and request a claim form. Complete and return the claim form along with the defective Product, Product Label showing serial number, the original dated sales receipt and a copy of the resistance measures recorded during installation to the Manufacturer by certified mail return receipt requested within the Limited Warranty Period. The phone number and address to contact the Manufacturer for these purposes is as follows:

MP Global Products, L.L.C.
Attention: UltraLayer® Warranty Claim Department
2500 Old Hadar Road; P.O. Box 2283
Norfolk, Nebraska USA 68702-2283
Phone:(888) 379-9695 Fax: (402) 379-9737

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF IMPLIED WARRANTIES. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. TO THE EXTENT ALLOWED BY APPLICABLE LAWS, MANUFACTURER HEREBY DISCLAIMS ANY AND ALL SUCH RIGHTS.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO THE OWNER, OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, UNDER THIS CONTRACT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY HEREBY SUPERSEDES ALL PRE-EXISTING WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE PRODUCT.