

AbsorbaSound

LIMITED LIFETIME WARRANTY

10 YEAR GUARANTEE

MP Global Products high performance acoustic underlays are guaranteed for a period of 10 years from the date of installation. The guarantee applies to all types of indoor installations when used as an underlayment to a fitted floor covering at ambient room temperatures. This guarantee covers against manufacturing defects and is only upheld in instances where our recommended product selection and installation methods have been strictly adhered to. In the event of a confirmed product failure due to a manufacturing defect, AbsorbaSound will replace the defective portion of the underlayment with new equivalent product, free of charge.

LIMITED LIFETIME WARRANTY

In addition to the 10 year guarantee against manufacturing defects, This product is also covered by a limited lifetime warranty that the products will provide underlayment support for the serviceable life of the floor covering, provided that our recommended product selection and installation methods have been strictly adhered to, and that the maintenance recommendations provided by the floor covering manufacturer have also been strictly followed. This warranty is not transferable during the limited lifetime warranty period.

Please Note:

- The guarantee and product warranty do not apply when the products are used in any other applications other than below permanent fitted floor coverings.
- The limited lifetime warranty applies regardless of the brand of floor covering installed using the AbsorbaSound system. Should any floor covering manufacturer fail to honour its warranty due to it being installed on AbsorbaSound rather than its own underlayment, MP Global will honour the floor covering manufacturer's warranty in the event of damage to the floor covering due to product failure of the AbsorbaSound underlayment.

AbsorbaSound LIMITED LIFETIME WARRANTY

THIS LIMITED LIFETIME WARRANTY IS FURTHER SUBJECT TO THE CONDITIONS, LIMITATIONS AND EXCLUSIONS PROVIDED BELOW:

- 1) **Required installation:** To be covered by this limited warranty the product can only be used with 'Type II' flooring applications. The product is not a moisture barrier and a separate moisture barrier product needs to be used over concrete slab installations.
- 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 jobsite or by cutting or puncturing or other post installation damage;
 - 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;
 - iv. defects caused by abusive conditions or accidents such as, but not limited to, cutting, severe impact or abnormal vibrations;
 - v. installation or use of the product in any manner not recommended by the manufacturer; and
 - vi. defects caused by improper or inadequate maintenance, cleaning, 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 superseded by this document and are deemed inapplicable and 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 and request a Complaint Tracking Form and complete and return the Complaint Tracking Form along with the original dated sales receipt to the manufacturer by certified mail (return receipt requested), within the limited warranty period.

This limited warranty is given in lieu of implied warranties. Implied warranties of merchantability and fitness for particular purpose disclaimed. This limited 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, the manufacturer hereby disclaims any and all such rights. Under NO circumstances shall the 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 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 expressed or implied, relating to the product.

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