

VENTILAYER™

25-YEAR LIMITED WARRANTY

MP Global Products, LLC warrants that under normal use and service, that basements fitted with Ventilayer underlayment should be free of moisture damage to finished flooring as a direct result of failure of the membrane to provide vapor moisture protection in accordance with our printed installation, application procedures.

This warranty shall be in effect for a period of 25 years from the original date of purchase (original proof of purchase required). If the product is replaced or repaired by the manufacturer, only the outstanding amount of warranty on the original product will remain in effect for the replacement product. This warranty is valid for the purchaser only and may not be transferred.

Ventilayer underlayment is not considered a waterproof membrane and this warranty is not applicable if water leakage or excessive vapor moisture occurs as a result of the following factors or situations:

- Failures or defects in the foundation drainage system (for whatever reason) that allows an accumulation of water to enter and build up in the basement
- Improper Installation of the product that is not accordance with the Manufacturer's instructions and specifications
- Use of interior or exterior drainage systems that do not meet or exceed local construction codes and causes flooding to occur
- Plumbing leaks (from any source) that cause water damage to the interior of the basement area
- Elevated and excessive moisture and humidity conditions (for whatever reason)
- Condensation occurring on the interior foundation walls, vapor barriers or interior finishes
- Any construction technique performed by a builder, home owner, subcontractor, or any person after the initial installation, that allows moisture to enter between the product and the foundation.
- Damage to the membrane or building structure because of natural disasters including, but not limited to, lightning, flood, hurricane, tornado, earthquake, fire, or circumstances deemed to be an act of God
- Any structural defects in the foundation, walls or footings of the building structure that allow moisture to enter above the product after the initial installation

The manufacturer shall be entitled to conduct and investigation of the source of the water leakage within 60 days from the receipt of the problem in writing. If the Manufacture determines that this warranty does not apply, then the Manufacturer reserves the right to charge for expenses incurred in the investigation.

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

LIMITATIONS/EXCLUSIONS TO THE LIMITED WARRANTY

EXCEPT FOR THIS WARRANTY, THERE ARE NO WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PRODUCT. NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN ARE GIVEN. THE LIABILITY OF THE MANUFACTURER ARISING OUT OF THE SALE OR SUPPLY OF THE PRODUCT OR ITS INSTALLATION OR USE, WHETHER OR NOT ARISING AS A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE MANUFACTURER SHALL NOT EXCEED THE THEN CURRENT PURCHASE PRICE FOR THAT PORTION OF THE PRODUCT WHICH IS BEING REPLACED.

THE MANUFACTURER DOES NOT GUARANTEE OR WARRANT IN ANY WAY THAT MOLD, MILDEW, FUNGI, IRRITANTS OR AIR QUALITY PROBLEMS WILL BE REDUCED OR ELIMINATED. THIS WARRANTY EXCLUDES THE MANUFACTURER FROM ANY LIABILITY OR CLAIMED DAMAGES DUE TO MOLD, MILDEW, FUNGI OR IRRITANTS FROM MOISTURE OR OTHER FOREIGN SUBSTANCES OR CONSTRUCTION MATERIALS.

THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE PURCHASER OR OWNER OR ANY OTHER PERSON IN CONNECTION WITH THE PURCHASE, INSTALLATION OR USE OF THE PRODUCT

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