

QuietWalk®

LAMINATE, ENGINEERED AND FLOATING HARDWOOD FLOORING UNDERLAYMENT LIMITED LIFETIME WARRANTY

MP Global Products L.L.C. ("Manufacturer") warrants that its Quiet Walk underlayment for laminate flooring, engineered wood flooring and floating hardwood flooring ("Product") is free from defects in manufacturing, materials and workmanship for the life of the original purchaser (the "Limited Warranty Period"). Manufacturer further warrants that the Product will absorb and allow dispersion throughout the Product of water moisture caused by normal spills, leaks, sweating, and other normal environmental conditions, excluding water moisture or water accumulations caused by flood, fire, natural disaster, owner negligence or neglect, frozen or broken pipes, or similar events which result in damage or are subject to insurance coverage. Provided, however, that such warranty shall not cover water accumulations that: 1) exceed one (1) gallon per a twenty-four hour period per three hundred (300) square feet of Product; or, 2) are allowed to continue to accumulate for more than 7 consecutive days. This limited warranty is extended to the original purchaser of the Product (the "Owner") and covers only damage to laminate flooring, engineered wood floors, and floating hardwood flooring (subject to the exclusion and limitations provided on the reverse side.) This warranty is not transferable during the Limited Warranty Period.

IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF THE PRODUCT (NOT OTHERWISE EXCLUDED BELOW), THE MANUFACTURER WILL REMEDY THE DEFECTOR FAILURE WITHOUT CHARGE TO THE CONSUMER PROVIDED NOTICE OF THE WARRANTY CLAIM IN THE MANNER PROVIDED BELOW IS RECEIVED BY MANUFACTURER WITHIN THE LIMITED WARRANTY PERIOD. THE REMEDY FOR ANY SUCH DEFECT, FAILURE OR MALFUNCTION IS LIMITED, AT MANUFACTURERS OPTION, TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE PRODUCT. THE REPAIR OR REPLACEMENT OPTIONS INCLUDE THE REPLACEMENT COST OF THE PRODUCT AND REASONABLE LABOR COSTS TO PERFORM THE REPLACEMENT OR REPAIR, AS WELL AS REASONABLE MATERIAL COSTS TO REPLACE OR REPAIR ANY LAMINATE FLOORING, ENGINEERED WOOD FLOORING OR FLOATING HARDWOOD FLOORING THAT IS DAMAGED BY THE PRODUCT OR DURING REASONABLE EFFORTS TO REPAIR OR REPLACE THE PRODUCT.

IF MANUFACTURER ELECTS THE REMEDY OF REPAIR AND AFTER A REASONABLE NUMBER OF ATTEMPTS BY MANUFACTURER TO REPAIR THE DEFECT, MALFUNCTION OR OTHER FAILURE, THIS ELECTED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE OWNER IS ENTITLED TO ELECT EITHER A REFUND OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT OR THE REPLACEMENT OF THE PRODUCT WITH A PRODUCT OF LIKE GRADE AND QUALITY.

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

CONDITIONS/EXCLUSIONS TO THE LIMITED WARRANTY

THIS 10-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: QuietWarmth® 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.