

## RT200 Underlayment Warranty

**WHO'S COVERED:** As the original purchaser of these Underlayment products, you are covered by this warranty. This warranty is not transferable.

**LENGTH OF COVERAGE:** This limited warranty is valid for up to 5 years from the date of purchase of the underlayment as indicated for such product on your invoice and shipping information.

**WHAT'S COVERED:** Your underlayment is warranted to be free from defects in manufacturing, materials and workmanship. Your Underlayment will conform to the published product specifications. Your underlayment will not negatively affect the locking system of the installed floor when used as intended and installed according to published installation instructions. Seller warrants that, during the warranty period, the Product shall not exhibit signs of excessive deterioration, as reasonably determined by Seller. All other warranties, including the warranties of merchantability and fitness for a particular purpose, are expressly excluded.

This limited warranty will be effective only if the underlayment is installed and maintained in full compliance with the underlayment manufacturer's instructions and the instructions for the flooring installed in connection with the underlayment.

### WHAT'S NOT COVERED:

**Moisture and Other Site Conditions:** Damages caused by floods, topical moisture, and excessive subfloor moisture, as well as damages caused by foundation settling, foundation cracks, expands on points, heavy rolling loads, and improper storage are not warrantable. In addition, moisture intrusions from concrete hydrostatic pressure, flooding, or plumbing leaks, along with high levels of alkalinity, can affect flooring and subflooring over time and moisture can be trapped below the flooring and/or underlayment and create mildew or mold. Damage from such conditions, is not covered under this warranty.

**Improper Installation:** Damages arising from or related to improper installation or installations that are not in compliance with the manufacturer's installation instructions are not covered. In the event of a discrepancy between the installation instructions for the underlayment and LVT installation instructions for the flooring, the underlayment instructions will prevail. Underlayment used in a way that it was not intended to be used is not subject to warranty coverage.

**HOW TO MAINTAIN YOUR WARRANTY:** Prior to installing the underlayment you or the installer must determine that the job-site environment and the sub-surfaces meet or exceed applicable industry and product standards. If quality issues are suspected before or during installation, immediately contact To Market Global Technical Services. Any defects in manufacturing must be returned within 90 days of purchase.

**WHAT WE WILL DO:** If any portion of your underlayment should fail with respect to this warranty, we will repair or replace the defective Product or refund of the purchase price of the defective Product. There is no guarantee that the same or a similar product will be available at time a replacement is needed.

Buyer's sole and exclusive remedy for defective Product shall be, at Seller's option. Seller shall not, under any circumstances including, but not limited to, delay in delivery, breach of contract, breach of warranty, negligence, tort, strict liability or use of materials sold by Seller, be liable to Buyer or any other party for any special, incidental, indirect or consequential damages, or for losses of any kind whatsoever. In no event shall Seller's liability for defective Product sold to Buyer exceed the purchase price thereof.

We reserve the right to investigate, assess and validate reported claims by, among other things, requesting samples from you for technical analysis and performing an inspection of the flooring, underlayment, and installation location.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FURTHER, UNDER NO CIRCUMSTANCES, WILL OUR LIABILITY ARISING OUT OF OR RELATING TO THE PURCHASE OF YOUR UNDERLAYMENT EXCEED THE TOTAL SUM PAID BY YOU FOR THE UNDERLAYMENT AT ISSUE.

**YOUR RIGHTS:** The terms above represent the sole and exclusive warranty with regard to your underlayment. WE DISCLAIM ALL OTHER WARRANTIES, EXCEPT TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province. We maintain the exclusive right to alter the obligations and limitations of this warranty.

*This Underlayment Warranty is provided by To Market Global,*

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