

ECO CORK FOAM UNDERLAYMENT – Limited Lifetime Warranty

Eco Cork Foam Underlayment is engineered to meet general requirements of an underlayment for use under laminate flooring (with or without pre-attached underlayment), engineered wood flooring, and vinyl plank (5mm and thicker) flooring (each a “Floor Covering”) used in normal household and light commercial conditions. Palziv North America Incorporated (“PNA”) warrants Eco Cork Foam Underlayment to be free of defects in manufacturing, materials, and workmanship when it is installed at a location and in a manner that does not invalidate any claim made under this warranty and is used for its intended purpose. PNA guarantees the performance of Eco Cork Foam Underlayment under quality Floor Covering for a period equal to the warranted life of the Floor Covering under which it is installed (the “Warranty Period”). The Eco Cork Foam Underlayment is designed as a waterproof underlayment. This means that liquid water spills will not pass vertically through the product unless the product is improperly installed, is exposed to floodwater, is submerged in water, is used in an exterior application, is damaged after installation, or has been penetrated or pierced by nails or staples. The Eco Cork Foam Underlayment does *not* provide a waterproof “seal” between a subfloor and the Floor Covering.

This limited warranty does not cover loss or damage caused in whole or in part by (a) failure of the Floor Covering under which the Eco Cork Foam Underlayment is installed, (b) improper installation of Eco Cork Foam Underlayment or of the Floor Covering under which it is installed (including without limitation failure to follow the installation instructions provided by the manufacturer of the Floor Covering¹), (c) improper floor inspection or preparation, (d) damage occurring after installation by pests (including wood-boring insects), submersion in water, excessive moisture, fire, smoke, excessive heat, chemicals (toxic or non-toxic), molds, natural disaster, and owner negligence or neglect, (e) improper handling and maintenance of Eco Cork Foam Underlayment or the Floor Covering before or after installation, (f) areas of unusually high foot traffic or any heavy commercial or multi-family applications, (g) subfloor vapor emissions and pH levels in the Floor Covering in excess of manufacturers’ specifications, (h) Eco Cork Foam Underlayment having been used for an exterior application, and (i) Eco Cork Foam Underlayment having been relocated from the original installation location.

All claims covered by this warranty are limited to claims for the repair or replacement of the affected Eco Cork Foam Underlayment. If the Eco Cork Foam Underlayment is determined to be responsible for damage to the Floor Covering, this warranty will cover the repair or replacement of only the affected Floor Covering material. If Eco Cork Foam Underlayment and/or the Floor Covering cannot be repaired or replaced with suitable materials, PNA may in its sole discretion provide reimbursement, limited to the original purchase price of the affected Eco Cork Foam Underlayment and/or the Floor Covering material. All costs of flooring installation, removal, and disposal of damaged or defective Eco Cork Foam Underlayment and the Floor Covering, and all costs associated with moving or replacing furniture, equipment, baseboards, quarter round, and similar items are specifically excluded from the warranty.

This warranty applies only to the original purchaser, and it is not transferable. The election of repair, replacement, or refund of the affected Eco Cork Foam Underlayment and any affected Floor covering under this warranty will be at the sole discretion of PNA. For proof of purchase and warranty holder identity, the original purchaser making a claim under this warranty must provide the purchase/installation receipt(s) for the Eco Cork Foam Underlayment and the Floor Covering installed with it.

¹ Some floor coverings are not designed to work with an underlayment with the properties of the Eco Cork Foam Underlayment, so it is important to follow the floor covering manufacturer’s instructions.

To process a claim under this warranty, the original purchaser must send timely written notice of any claim, within the Warranty Period, to PNA at the address listed below. The notice must describe the product and the claimed defect, and it must include a copy of the original purchase receipt(s). All warranty claims must be submitted to PNA for approval before removal of the product at the place of installation (but partial removal of the covering material is allowed to determine defects or damage). PNA reserves the right to inspect the product as installed at the place of installation prior to removal. Failure to comply with this warranty will render the warranty null and void. PNA will be permitted in its discretion to take, at no cost, samples of the affected Eco Cork Foam Underlayment and the Floor Covering for laboratory testing.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, PNA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTS IN, OR FAILURES OF, THE PRODUCT OR THOSE INCURRED IN THE REPAIR, REMOVAL, REPLACEMENT, OR REINSTALLATION OF AFFECTED MATERIAL. THE ABOVE WARRANTY, REMEDIES, AND LIMITS OF LIABILITY SET FORTH THE PURCHASER'S SOLE REMEDY IN CONNECTION WITH THE PURCHASE OR USE OF ECO CORK FOAM UNDERLAYMENT. TO THE EXTENT THAT PNA IS REQUIRED TO HONOR WARRANTIES IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTIES PROVIDED IN THIS DOCUMENT. TO THE EXTENT THE PURCHASE OF ECO CORK FOAM UNDERLAYMENT IS THROUGH A TRANSACTION THAT RENDERS THE PRODUCT NOT A "CONSUMER PRODUCT" OR THE PURCHASER NOT A "CONSUMER" UNDER LAW, PNA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

*Some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

*This warranty gives you specific legal rights and you may have other rights which vary from state to state.

*This warranty supersedes all previous warranties, if any.

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