



TRANSFERRABLE LIMITED LIFETIME WARRANTY

MP Global Products (the "Manufacturer") warrants to the original purchaser of SoundStep LV Multipurpose Underlayment (the "Owner") that this underlayment for use under laminate, vinyl plank, solid or engineered hardwood that is installed as glued-down, nail-down, or floating application appropriately (the "Product"): (i) will perform as an acoustical underlayment; (ii) will be free from defects in manufacturing, materials and workmanship; and (iii) will prevent damage to the installed flooring from concrete sub-floor moisture (including excessive alkalinity) for vapor emissions up to three (3) lbs/1,000sqft/24hrs. This limited warranty is in effect for as long as the Owner owns the premises at which the Product has been installed (the "Limited Warranty Period") and as long as the product is installed within one (1) year of the date of purchase of the product. For the limited warranty in subsection (iii) to be in effect, the Owner must perform, through a reputable provider, a calcium chloride moisture test on the subfloors prior to installation, the written results of which must be delivered to the Manufacturer with the warranty claim within 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 DEFECT OR 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 VINYL PLANKS & TILES THAT ARE 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.

CONDITIONS/EXCLUSIONS TO THE LIFETIME WARRANTY

THIS 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 is not suitable for areas exposed to constant moisture such as shower stalls, etc.
- 2. Limitation on Causes of Defects Covered Under Limited 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 in transit or during installation; (iii) damage caused by trades people or visitors to the job site or by cutting or puncturing or other post installation damage; (iv) wear and tear, or indentations, depressions or marking caused to flooring from ordinary use; (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 or care of any Covered Flooring installed over the Product, including without limitation, the use of improper or non-recommended cleaning solutions or cleaning practices.
- 3. Controlling Document.** This limited 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, and the original dated sales receipt 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: SoundStep Luxury Vinyl 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 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, MANUFACTURER HEREBY DISCLAIMS ANY AND ALL SUCH RIGHTS.

THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA. ANY WARRANTY CLAIM, OR OTHER DISPUTE ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEBRASKA, THE EXCLUSIVE JURISDICTION AND VENUE OF WHICH OWNER AND ANY PARTY FROM WHICH OWNER PURCHASED THE PRODUCT, DIRECTLY OR INDIRECTLY, IRREVOCABLY CONSENT TO FOR THIS PURPOSE.

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, EXPRESSOR 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.