## **OUETVALK NATER DEFENSIVE BARRIER**

## UNDERLAYMENT TRANSFERABLE LIFETIME WARRANTY

MP Global Products ("Manufacturer") warrants that its QuietWalk MAX underlayment for laminate flooring, engineered wood flooring, floating hardwood and bamboo flooring, glued hardwood and bamboo flooring, nailed hardwood and bamboo flooring, luxury vinyl planks/tiles, WPC, SPC, rigid core vinyl, and hybrid resilient("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. This limited warranty is extended to the original purchaser of the Product (the "Owner") and covers only damage to floating hardwood and bamboo flooring, glued hardwood and bamboo flooring, nailed wood and bamboo flooring, and vinyl planks/tiles.

IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF THE PRODUCT VERIFIED BY A PROFESSIONAL INSPECTION (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 LAMINATE FLOORING, ENGINEERED WOOD FLOORING, FLOATING HARDWOOD FLOORING, GLUED WOOD FLOORING, NAILED WOOD FLOORING, OR VINYL PLANKS & TILES 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 MANUFACTURER WARRANTY SHEET. FOR A COPY OF THE COMPLETE WARRANTY, CONTACT MP GLOBAL PRODUCT (888)379-9695 mpglobalproducts.com

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## CONDITIONS/EXCLUSIONS TO THE TRANSFERABLE 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. This warranty is void if installation is beneath sheet vinyl goods. This Product is rated for residential and light commercial applications.

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; (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; (iv) defects caused by abusive conditions or accidents, such as but not limited to cutting, severe impact or abnormal vibrations; (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 approved 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 superseded by this document and deemed inapplicable or void.

4. Required Procedures to Submit a Warranty Claim. To obtain performance of any warranty obligation, the Owner must do the following: Go to mpglobalproducts.com/warranty-information or 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: QuietWalk VERSA Warranty Claim Department

2500 Old Hadar Road; P.O. Box 2283 | Norfolk, Nebraska USA 68702-2283 | Phone: (888) 379-9695 Fax: (402) 379-9737 | www.mpglobalproducts.com/warranty-information

## 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.

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