

SMARTCORE®

SOFT & SOUND™

SMARTCORE® Soft & Sound™ Premium LVT Underlayment Limited Lifetime Warranty

(PLI) Pak-Lite, Inc., ("manufacturer") warrants that SMARTCORE® Soft & Sound™ premium LVT underlayment will conform to the published product specifications and is free from defects in manufacturing, materials and workmanship for the life of the original homeowner (the "Limited Warranty Period.") (The Product) subject to manufacturing tolerances, will be merchandisable for the ordinary purpose for which the goods are designed. All installations must be conducted in strict accordance with the installations instructions provided and the installation instructions provided by the flooring manufacturer which includes acceptable subfloor types, flatness, moisture/temperature, expansion requirements and limitations. This warranty is null and void if the product has been punctured, penetrated, ripped or torn during or before installation.

This warranty will only be effective if the SMARTCORE® Soft & Sound™ premium LVT underlayment is installed and maintained in full compliance with the manufacturer's instructions, recommendations and specifications. PLI is not responsible or liable for faulty installations procedures inconsistent with the flooring manufacturer's installation instructions and maintenance procedures. Flooring product shrinkage and expansion cannot be controlled by SMARTCORE® Soft & Sound™ premium LVT underlayment and should shrinkage or expansion occur to the flooring PLI is not responsible.

EXCLUSIONS TO THIS WARRANTY

- Standing water pre-existent to the installation or post installation.
- Moisture in the slab exceeding the ranges previously specified in this document or the manufacturer's installation instructions.
- Failures or damages resulting from installation error or neglect.
- Unlevel subfloors not addressed per the manufacturer's installation instructions.
- Hydrostatic water pressure.
- Atmospheric conditions found to be outside of the manufacturers tolerances including but not limited to excessive high or low air temperature and humidity.
- Failure to follow the PLI SMARTCORE® Soft & Sound™ installation instructions.
- Failure to follow the flooring manufacturer's installation instructions.
- Abuse, misuse and defects to the flooring being installed.
- Any outdoor installations.

CONDITIONS AND EXCLUSIONS TO THIS LIMITED LIFETIME WARRANTY

IN THE EVENT OF A DEFECT, MALFUNCTION OR OTHER FAILURE OF THE PRODUCT (NOT OTHERWISE EXCLUDED ABOVE.) THE MANUFACTURE (PLI) WILL REMEDY THE DEFECT UPON PHYSICAL INSPECTION OF THE FLOORS SHOULD IT BE DETERMINED THAT THE SMARTCORE® SOFT & SOUND™ PREMIUM LVT UNDERLAYMENT WAS THE SOLE CAUSE OF THE FAILURE. IN THAT EVENT, PLI MAY REPLACE, REPAIR OR REFUND THE DAMAGED UNDERLAYMENT IN THE AFFECTED AREA TO WHICH THE SMARTCORE® SOFT & SOUND™ PREMIUM LVT UNDERLAYMENT WAS ORIGINALLY INSTALLED. THIS INCLUDES REASONABLE REPLACEMENT LABOR COSTS RESULTING FROM A DEFECT IN SMARTCORE® SOFT & SOUND™ SOLELY ATTRIBUTED TO A MANUFACTURING DEFECT AND NOT A DEFECT AS A RESULT OF FAULTY OR CARELESS INSTALLATION PROCEDURES. THIS EXCLUSIVE AND LIMITED WARRANTY WILL BE EFFECTIVE ONLY IF THE SMARTCORE® SOFT & SOUND™ UNDERLAYMENT WAS INSTALLED AND MAINTAINED IN FULL COMPLIANCE TO THIS LIMITED WARRANTY AND THE WARRANTY AS SPECIFIED IN THE FLOORING MANUFACTURER INSTRUCTIONS, RECOMMENDATIONS AND SPECIFICATIONS.

PLI RESERVES THE RIGHT TO CONDUCT AN INDEPENDENT INSPECTION OF THE INSTALLATION TO DETERMINE THE CAUSES OF ANY ALLEGED FAILURES. ALL ORIGINAL RECEIPTS OF PURCHASE OF THE FLOORING PLUS MANUFACTURER'S INSTALLATION INSTRUCTIONS MUST BE AVAILABLE TO THE INSPECTOR UPON INSPECTION OR PRIOR TO INSPECTION.

PLI IS NOT RESPONSIBLE FOR REPLACEMENT COSTS ASSOCIATED WITH SUBFLOOR PREPARATION, ADDITIONAL ACCESSORIES SUCH AS MOLDING, THRESHOLD AND DOOR JAMS OR LABOR ASSOCIATED WITH SUCH. PLI IS NOT RESPONSIBLE FOR TRAVEL, MEALS, LODGING OR ADDITIONAL EXPENSES, FURNITURE MOVING, LOSS OF USE OR ANY OTHER INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES DUE TO PRODUCT REPLACEMENT.

THIS WARRANTY APPLIES TO THE ORIGINAL PURCHASER. ANY CLAIM BROUGHT FORWARD BY THE ORIGINAL PURCHASER MUST BE ACCOMPANIED BY THE ORIGINAL RECEIPT.

THIS WARRANTY APPLIES WHEN INSTALLED WITH SMARTCORE ULTRA W/PAD 7.5MM. SMARTCORE 5.0MM. MATRIX LX9013.2MM. SMARTCORE PROV0975. STAINEMASTER 4.0MM. NOVALIS PROCORE3.2MM. SMARTCORE NATURALS6.0MM.

UNDER NO CIRCUMSTANCES SHALL THE 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, EXPRESSED OR IMPLIED UNDER THIS CONTRACT.