

# STAINMASTER<sup>®</sup> BRAND



## STAINMASTER<sup>®</sup> Laminate Waterproof Flooring Underlayment Limited Lifetime Warranty

The manufacturer warrants that its STAINMASTER<sup>®</sup> Laminate Waterproof Flooring Underlayment (the "Product") will conform to the published product specifications and is free from defects in manufacturing, materials, and workmanship for the warranted life of the laminate or engineered wood floor covering installed with it (the "Limited Warranty Period"). This warranty requires that the product be used for its intended purpose, which is as an underlayment under quality laminate or engineered wood floor coverings. This warranty also requires that the product be installed at a location and in a manner that does not invalidate any warranty claim as explained below. The Product is designed not to allow liquid water spills to pass through the product.

This limited warranty does not cover loss or damage caused in whole or in part by (a) failure of the laminate or engineered wood floor coverings under which the Product is installed, (b) improper handling or installation (according to each manufacturer's installation instructions) of the Product or the laminate or engineered wood floor coverings under which it is installed, (c) improper floor inspection or preparation, (d) damage occurring after purchase by fire, smoke, excessive heat, submersion in water, exposure to chemicals, exposure to mold, natural disaster, owner negligence, owner neglect, or improper use of the laminate or engineered wood floor coverings under which the Product is installed, (e) subfloor vapor emissions or pH levels in the laminate or engineered wood floor coverings in excess of manufacturers' specifications, (f) an exterior application of the Product, and (g) any relocation of the Product from its original installation location.

If a defect in the manufacturing, materials, or workmanship of the Product is determined to be responsible for damage to laminate or engineered wood floor coverings, the manufacturer will pay for the repair or replacement, including reasonable labor costs, of the defective Product and the damaged floor covering material (excluding any baseboards, quarter round, thresholds, or similar items). The manufacturer will not pay labor costs for moving, replacing, or reinstalling furniture, equipment, baseboards, quarter round, thresholds, or similar items. If the Product and/or the damaged laminate or engineered wood floor coverings cannot be repaired or replaced with suitable materials, the manufacturer in its sole discretion may reimburse the original purchase price of the affected Product and/or the laminate or engineered wood floor coverings material.

This warranty applies only to the original purchaser, and it is not transferable. The election of repair, replacement, or refund of the affected Product and any affected laminate or engineered wood floor coverings under this warranty will be at the sole discretion of the manufacturer. 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 Product and the laminate or engineered wood floor coverings installed with it.

To process a claim under this warranty, the original purchaser must contact STAINMASTER<sup>®</sup> ASCS

within the Limited Warranty Period, at the phone number listed below. All warranty claims must be submitted to STAINMASTER® ASCS 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). The manufacturer reserves the right to inspect the product as installed at the place of installation prior to removal. Failure to comply with the terms of this warranty will render the warranty null and void. The manufacturer will be permitted in its discretion to take, at no cost, samples of the affected Product and the laminate or engineered wood floor coverings for laboratory testing.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, THE MANUFACTURER 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 STAINMASTER® LAMINATE WATERPROOF FLOORING UNDERLAYMENT. TO THE EXTENT THAT THE MANUFACTURER 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 STAINMASTER® LAMINATE WATERPROOF FLOORING UNDERLAYMENT IS THROUGH A TRANSACTION THAT RENDERS THE PRODUCT NOT A "CONSUMER PRODUCT" OR THE PURCHASER NOT A "CONSUMER" UNDER LAW, THE MANUFACTURER 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.

For more information or to file a claim, contact:

STAINMASTER® ASCS at 800-438-7668