



ECO CORK FOAM – Limited Lifetime Warranty

Eco Cork Foam is engineered to meet general requirements of an underlayment for use under laminate, engineered, vinyl plank (5mm and thicker) and hardwood floor coverings used in normal household and light commercial conditions. Palziv North America Incorporated (“PNA”) guarantees Eco Cork Foam 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 used for its intended purpose. PNA guarantees the performance of Eco Cork Foam under quality laminate, engineered, vinyl plank (5mm and thicker) and hardwood floor coverings for a period equal to the warranted life of the laminate, engineered, vinyl plank and hardwood floor covering (the “Warranty Period”). The EcoCork Foam product is designed as a waterproof underlayment, e.g., liquid water spills will not pass vertically through the product, unless the product is improperly installed, exposed to flood water or submerged in water, is used in an exterior application, damaged after installation, or if nails or staples have penetrated or pierced the product. The Eco Cork Foam product does not provide a waterproof “seal” of any kind between a laminate, engineered, vinyl plank (5mm and thicker) and hardwood floor coverings and a subfloor.

This limited warranty does not cover loss or damage caused in whole or in part by (a) failure of the laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings under which the Eco Cork Foam is installed, (b) improper installation of Eco Cork Foam or of the laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings, (c) improper floor inspection or preparation, (d) damage occurred after installation, including but not limited to by pests (including wood-boring insects), submersion in water, moisture, fire, smoke, excessive heat, chemicals (toxic or non-toxic), molds, natural disaster, owner negligence, and/or neglect, (e) improper handling and maintenance of Eco Cork Foam or the laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings before and after its installation, (f) areas of unusually high foot traffic, or any commercial or multi-family applications, (g) subfloor vapor emissions and pH levels in the laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings in excess of manufacturers' specifications, (h) Eco Cork Foam having been used for an exterior application, and (i) Eco Cork Foam 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 material. If the Eco Cork Foam is determined to be responsible for damage to laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings, this warranty will cover the repair or replacement of only the affected floor covering material. If Eco Cork Foam and/or laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings cannot be repaired or replaced with suitable materials, reimbursement, limited to the original purchase price of the affected Eco Cork Foam material and/or the laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings material, may be made by PNA in its sole discretion. All costs of flooring installation, removal and disposal of damaged or defective Eco Cork Foam and the laminate, engineered, vinyl plank (5mm and thicker) and hardwood floor coverings and all costs associated with moving or replacing furniture, equipment, baseboards/quarter round or 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 and any affected laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings 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 and the laminate, engineered, vinyl plank (5mm or thicker) or hardwood floor coverings installed with it.

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 and the laminate, engineered, vinyl plank (5mm or thicker) and hardwood floor coverings 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. 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 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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