


earthwerks®
LVT UNDERLAYMENT SYSTEM
High Performance Underlayment and Adhesives

EarthWerks® LVT Underlayment Flooring System products Statement of Limited Warranty

STATEMENT OF LIMITED WARRANTY

EarthWerks® Warrantor, warrants to its immediate purchaser for resale, the Customer, EarthWerks® LVT Underlayment(s), the Products, to be free from defects in material and workmanship for a period of one year from the date of purchase provided the installation has been performed according to the specific recommendations and the instructions furnished by EarthWerks® and the flooring manufacturer's installation instructions. (The Instructions are on the Product label and specification sheet, as well as EarthWerks® Specification Guide and Adhesive Guide.) These Products are warranted for the installation of EarthWerks® luxury vinyl tile and plank flooring provided the flooring is installed according to the Product's Instructions and the flooring manufacturer's instructions. The sole responsibility of the Warrantor under this limited warranty shall be to reimburse the Customer for reasonable costs of labor and materials to either repair or replace, at the Warrantor's option, the affected area(s) of the installed flooring. All areas in which the flooring is to be repaired/replaced under the terms of this warranty must be cleared at the end-user's expense of all equipment, furnishings, partitions, and the like, that may have been installed over the floor-covering subsequent to the original installation.

PERFORMANCE OF LIMITED WARRANTY

To obtain a warranty claim form and/or information, call 1-800-979-7943 (Attention: Claims Department). Any claim under this Limited Warranty must include a claim form properly filled out accompanied by a dated proof of purchase or invoice. THIS Limited Warranty GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

EXCLUSIONS/LIMITATIONS

This Limited Warranty does not apply if (1) the flooring is found to be manufacturing seconds or trials; (2) the sub floor is found unsuitable by normal and prudent installation practices; (3) the Product is not used according to the Instructions; (4) the installation is not performed following the flooring manufacturer's recommendations and written instructions; (5) damage is the result of acts of nature, flooding, vandalism, damage by animals, damage by plant life, or chemical damage; (6) failure is due to excessive moisture emission in the substrate, greater than 5lbs./1000sf/24 hrs., or excessive moisture exposure to the adhesive or flooring. (Moisture emissions should be determined by using a calcium chloride test); (7) problems develop due to defects in the flooring; (8) problems develop due to misuse or abuse of the flooring or adhesive; (9) the Product used is not recommended for the specific use by the Warrantor; (10) damage is the result of settlement, movement, deflection, warping, distortion, displacement, or any other failure of the structure.

This Limited Warranty replaces and excludes other warranties, express or implied. Warrantor specifically disclaims any other warranties, written or verbal, including warranties of merchantability and fitness for a particular purpose. It is solely the responsibility of the third parties such as contractors or the end user to test and determine the suitability of the Product for the intended use and purpose. Warrantor shall not be responsible for determining the compatibility between the Product and vinyl sub floors beyond what is stated in the Instructions. The Warrantor does not assume any risk or any liability regarding such suitability.


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The replacement/repair remedy stated in this Limited Warranty is the exclusive remedy available to the Customer or any other party. Warrantor will not be liable for any incidental, consequential, or other damages of any kind arising out of or connected to the application, or to any use or misuse of the Product, whether any claim is based upon legal theories of contract, tort, or negligence.

This Limited Warranty will become null and void upon notice from Warrantor if (1) the Customer does not provide the Warrantor written notice within thirty (30) days of the discovery of any alleged deficiency; (2) Warrantor is denied a reasonable opportunity to review and investigate an alleged deficiency; (3) at time of notice Warrantor is due in part or in whole charges for the Product covered under this Limited Warranty.

This Limited Warranty is made to the Customer only and is nontransferable. No one other than an officer of EWFP is authorized to make any revisions or additions as to the liability of the Warrantor under the terms and conditions of this Limited Warranty.

To the extent permitted by law, this Limited Warranty is exclusive as between Warrantor and Customer and specifically excludes and supersedes any and all other warranties, either expressed or implied, including warranties of merchantability and fitness for a particular purpose. Warrantor's liability, whether in tort or in contract, is limited solely and exclusively to the obligation as specifically undertaken herein, except to the precluded by law, and Warrantor's obligations hereunder shall not include any liability for incidental and/or consequential damages, whether based upon theories of tort or contract.

The terms, conditions and obligations created by this Limited Warranty shall be governed by the laws of the state of Texas and any claims arising from this Limited Warranty shall be controlled by Texas law and shall be brought in the Superior Court of Nueces County, Texas, said Court being the exclusive and sole jurisdiction and venue to hear any such claim or claims.