

**AcoustiCORK® - 2.5mm CorkPLUS 250 Underlayment
5 Year Limited Commercial Warranty for VCT,
VET, LVT, Sheet Vinyl and Linoleum Applications**

Amorim Cork Composites, the makers of AcoustiCORK® CorkPLUS 250 Sound Control Underlayment Products, will warrant the installation of approved Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum products, applied directly over AcoustiCORK® - 2.5mm CorkPLUS 250 Sound Control Underlayment for a period of 5 years in Commercial Installations. This warranty would apply in relation to any failures of these flooring materials directly caused by any defect in, or the loss of dimensional and/or structural stability, the failure of the bonding of adhesives approved and/or recommended by Amorim Cork Composites for use the AcoustiCORK® 2.5mm CorkPLUS 250 Sound Control Underlayment product to bond the finished flooring to the underlayment, or to bond the underlayment to the properly prepared substrate, or the discoloration of any approved finished flooring product applied to the AcoustiCORK® 2.5mm CorkPLUS 250 Sound Control Underlayment product, proven to be caused by a reaction between the finished flooring product and the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product.

Defects in the flooring, not related to its application over the underlayment such as: Out of square or dimensional tolerance (thickness, width & length), defects in, or wear of the finish wear layers and any de-lamination of the layers of the flooring material itself, would not be covered under the terms of the 5 Year Limited Commercial Warranty for the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment.

Full Original Value Material Replacement or Repair Period:

For the first 2 years from the date of the original installation, Amorim Cork Composites will cover 100% of the original value of the materials involved in the installation of approved Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum products, applied directly over the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product. This warranty would apply to the repair or replacement, at the sole discretion of Amorim Cork Composites of approved finished flooring materials proved to have failed as a direct result of defects, or the loss of dimensional and/or structural stability, the failure of the bonding of adhesives approved and/or recommended by Amorim Cork Composites for use the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product to bond the finished flooring to the underlayment, or to bond the underlayment to the properly prepared substrate, or the discoloration of any approved finished flooring product applied to the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product, proven to be caused by a reaction between the finished flooring product and the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product.

**AcoustiCORK® 2.5mm Cork CorkPLUS 250 Underlayment
5 Year Limited Commercial Warranty for VCT,
VET, LVT, Sheet Vinyl and Linoleum Applications**

Pro-Rated Material Replacement or Repair Period:

For years 3 through 5, from the original installation date Amorim Cork Composites will cover the original value of the materials involved in the installation of approved Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum products, applied directly over the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product, on a pro-rated basis. This warranty would apply to the repair or replacement, at the sole discretion of Amorim Cork Composites, of approved finished flooring materials proved to have failed as a direct result of defects, or the loss of dimensional and/or structural stability, the failure of the bonding of adhesives approved and/or recommended by Amorim Cork Composites for use the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product to bond the finished flooring to the underlayment, or to bond the underlayment to the properly prepared substrate, or the discoloration of any approved finished flooring product applied to the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product, proven to be caused by a reaction between the finished flooring product and the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product. The pro-rated reimbursement schedule, on per impacted square foot basis is as follows:

- Calendar year 3 at the rate of 40% of the original installation material value.
- Calendar year 4 at the rate of 30% of the original installation material value.
- Calendar year 5 at the rate of 20% of the original installation material value.

Basic Requirements for Warranty Coverage to Apply:

1. Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum products must be approved for use over the AcoustiCORK® 2.5mm Cork CorkPLUS 250 Sound Control Underlayment product and/or approved for Light to Moderate Commercial applications. (see the enclosed list of approved products, or contact us for approval)
2. The AcoustiCORK® - 2.5mm CorkPLUS 250 Sound Control Underlayment product must be installed in accordance with our recommended procedures for the specific subfloor condition that exist at the job site in question.
3. The Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum products must be installed in accordance with our recommended procedures for the specific subfloor condition that exist at the job in question.
4. The Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum products must be installed with the proper adhesives or and with the correct trowel sizes in accordance with the Flooring Manufacture’s recommendation for application over low porosity substrates. Only “full spread” methods are recommended.

**AcoustiCORK® 2.5mm CorkPLUS 250 Underlayment
5 Year Limited Commercial Warranty for VCT,
VET, LVT, Sheet Vinyl and Linoleum Applications**

Definitions, Terms and Conditions:

A failure of finished Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials installed over AcoustiCORK® - 2.5mm CorkPLUS 250 Sound Control Underlayment products will be defined as follows:

- Cracked, fractured and or broken tiles or sheets, which are proven to be directly caused by any defects in, or the loss of dimensional and/or structural stability of the AcoustiCORK® 2.5mm Cork/PLUS Sound Control Underlayment product.
- Residual indentation from point loading, in “Normal Use” Light to Moderate Commercial Applications, beyond more than 10% of what is considered customary and normal for resilient flooring materials direct bonded to concrete or approved wood frame substrates, as determined per ASTM F-1914 or ISO/DIN 24343-2 testing of sample specimens. **(Normal Foot Traffic and Light Rolling Loads)**
- Cutting or tearing of tiles planks or sheets, in normal use Light to Moderate Commercial Applications, beyond more than 10% of what is considered customary and normal for resilient flooring materials direct bonded to concrete or approved wood frame substrates, as determined per ASTM F1914 or ISO/DIN 24343-2 testing of sample specimens. **(Normal Foot Traffic and Light Rolling Loads)**

What is **Not Covered** by the AcoustiCORK® – 2.5mm CorkPLUS 250 - 5 Year Limited Commercial Warranty for Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials Applications.

- Installations of Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials classified as seconds, rejects, cabin grade or any other less than first quality materials.
- Cracks or gaps in Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials that are caused by cracks or separations in excess of 1/16” in width that occur in the subfloor material after the finished flooring material has been installed.
- Cracking, heaving or buckling of Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials that develop as a result of excessive subfloor moisture, surface flooding or the excessive use of water in cleaning or maintenance operations.
- Bond failures between the AcoustiCORK® 2.5mm CorkPLUS 250 Sound Control Underlayment product, any approved Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials and/or any subfloor materials that develop as a result of the use of improper or non-approved adhesive products, the presence of excessive dust or dirt on either the subfloor and/or the AcoustiCORK® product or any required overlay materials, or the improper mixing and/or application of any adhesive product.

AcoustiCORK® 2.5mm CorkPLUS 250 Underlayment 5 Year Limited Commercial Warranty for VCT, VET, LVT, Sheet Vinyl and Linoleum Applications

- **Any Cracking, Chipping or Tearing of Vinyl Composition Tiles (VCT), Vinyl Enhanced Tile (VET), Luxury Vinyl Tiles or Planks (LVT), selected Sheet Vinyl and Sheet Linoleum materials that occur as a result of impacts or other abuses that are considered to be outside the scope of “normal expected use” and are not directly related to any defect, or the loss of dimensional and/or structural stability of the AcoustiCORK® 2.5mm CorkPLUS Sound Control Underlayment product.**

Such as: Damage caused by vehicle traffic, forklifts, pallet jacks, metal wheeled dollies or carts, heavy machinery or equipment on wheels, improperly castered chairs and/or other heavy rolling loads that could result in extreme compression of the flooring material/underlayment system. Also, damage caused by: indentations from high heeled shoes, spiked or cleated shoes, the sliding of heavy objects such as furniture and appliances and/or the dropping of heavy or sharp objects or the failure to use recommended floor protectors and the like on the finished floor.

- **The costs of Labor to install and /or remove or reinstall the underlayment and/or the finished flooring product.**

Limitation of Remedies:

Amorim Cork Composite’s only obligation hereunder will be to deliver to the original purchaser or original end-user, free of charge, sufficient material of same or similar quality to replace the defective underlayment product and the resilient finished flooring product of the same or similar quality installed, provided that if a warranty claim is made within one year after installation. Replacement will be provided only after Amorim Cork Composite’s inspection of the product and its agreement to the defective condition. Amorim Cork Composites and its representatives must be permitted reasonable access to facilities for the inspection and testing of the product. All claims for defect shall be deemed waived unless made in writing delivered to Amorim Cork Composites or your Amorim Cork Composites Distributor during the warranty period and not later than thirty days after discovery of the defect. Purchaser and end-user have the sole responsibility to properly install and maintain the products. Amorim Cork Composites shall have no obligation to replace any product which has been subjected to misuse, neglect, accident or abuse, or which has not been installed or maintained in accordance with the Flooring Manufacturers written instructions, or which has been exposed to undue wear and tear, excessive moisture, alkali or acids. In addition to the foregoing limitations, Amorim Cork Composite’s limited replacement warranty shall not cover dissatisfaction due to improper maintenance or installation, damage from improper maintenance or usage or general misuse including, without limitation, burns, cuts, tears, scratches, scuffs, indentation damage from high heels, rolling loads, improperly castered chairs, failure to use recommended floor protectors and the like, damage or discoloration from floor care products not recommended by the Flooring Manufacturer, extended direct exposure to sunlight, moisture, alkaline, hydrostatic pressure damage from the subfloor, mold or mildew. **THE CORRECTION OF SUCH DEFECTS BY REPLACEMENT IN THE MANNER SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER AND FULFILLMENT OF ALL THE OBLIGATIONS OF AMORIM CORK COMPOSITES WITH RESPECT TO THE LIMITED WARRANTY GIVEN HEREIN.** This exclusive and limited remedy shall not fail of its essential purpose by reason of timeliness, causes beyond Amorim Cork Composite’s reasonable control or the general concerns of purchaser or end-user.

Limitation of Liability: Amorim Cork Composite’s total, complete and exclusive liability hereunder shall be limited to replacement of defective product and other materials as provided herein and shall not exceed the value of the defective underlayment product furnished and the resilient finished flooring product of the same or similar quality installed over it. Purchaser and end-user waive all other remedies, warranties and liabilities of any kind, express or implied, whether arising by operation of law or otherwise.

**AcoustiCORK® 2.5mm CorkPLUS 250 Underlayment
5 Year Limited Commercial Warranty for VCT,
VET, LVT, Sheet Vinyl and Linoleum Applications**

Limitation of Liability: AMORIM CORK COMPOSITES SHALL NOT BE LIABLE FOR LOSS OF PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES UNDER THIS LIMITED WARRANTY OR FROM ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Amorim Cork Composites shall be entitled to legal fees, costs and expenses in defending and enforcing this clause against purchaser, end-user and others.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

If you experience any problem with an Amorim Cork Composites underlayment, please contact the contractor who installed the product to help identify whether the problem is related to manufacturing, installation or maintenance. Retain all information and documents until the problem is resolved. If the problem is manufacturing related and you are not satisfied with the contractor's response, please notify in writing Amorim Cork Composites and explain the problem thoroughly:

Amorim Cork Composites
26112 110th Street
P.O. Box 25
Trevor, WI 53179
(262)862 2311

After Amorim Cork Composites is so notified, Amorim Cork Composites reserves the right to have an authorized Amorim Cork Composites representative inspect and verify the defect to determine whether replacement will be provided under the terms of this limited warranty. If Amorim Cork Composites disagrees with the claim, Amorim Cork Composites reserves the right to submit the matter to arbitration by a qualified disinterested third party.

This limited warranty may not be extended, altered or waived except in writing signed by any authorized officer of Amorim Cork Composites. Any action for breach hereunder must be commenced within one year after the cause of action has accrued. The limitation of remedies and limitation of liabilities under this limited warranty shall extend and apply to Amorim Cork Composites and its affiliated companies. All claims for warranty coverage under this limited warranty shall be made solely to Amorim Cork Composites in accordance with the terms of this limited warranty. This limited warranty shall be construed and enforced in accordance with the laws of the State of Wisconsin without regard to conflicts of laws.