

**AcoustiCORK® - 2mm EZ-Floor LVT Underlayment
10 Year Limited Residential Warranty for Luxury Vinyl Tiles or
Planks (LVT or LVP) or Solid Vinyl Tile or Planks
(Meeting ASTM F-1700 Specifications)**

Amorim Cork Composites, the makers of AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment Product, will warrant the installation of approved Luxury Vinyl Tiles or Planks (LVT or LVP) and/or Solid Vinyl Tiles or Planks (meeting ASTM F-1700 specifications) applied directly over the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment for a period of 10 years. 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 with the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product to bond the finished flooring to the underlayment, or the discoloration of any approved finished flooring product applied to the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product, proven to be caused by a reaction between the finished flooring product and the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation 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 10 year warranty for the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment.

Full Original Value Material Replacement or Repair Period:

For the first 3 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 Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications), applied directly over the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation 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® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product to bond the finished flooring to the underlayment, or the discoloration of any approved finished flooring product applied to the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product, proven to be caused by a reaction between the finished flooring product and th AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product.

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Pro-Rated Material Replacement or Repair Period:

For years 4 through 10, from the original installation date, Amorim Cork Composites will cover pro-rated percentage of the original value of the materials involved in the installation of approved Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications), applied directly over the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product, based on the schedule shown below. 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® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product to bond the finished flooring to the underlayment, or the discoloration of any approved finished flooring product applied to the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product, proven to be caused by a reaction between the finished flooring product and the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product.

The pro-rated reimbursement schedule, on per impacted square foot basis is as follows:

- Calendar year 4 at the rate 80% of the original installation material value.
- Calendar year 5 at the rate 70% of the original installation material value.
- Calendar year 6 at the rate 60% of the original installation material value.
- Calendar year 7 at the rate of 50% of the original installation material value.
- Calendar year 8 at the rate of 40% of the original installation material value.
- Calendar year 9 at the rate of 30% of the original installation material value.
- Calendar year 10 at the rate of 20% of the original installation material value.

Basic Requirements for Warranty Coverage to Apply:

1. Luxury Vinyl Tiles or Planks (LVT/ LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) must be at least 2mm (0.078”) thick to be approved for use over the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product.
2. The AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product must be installed in accordance with our recommended procedures for the specific subfloor condition that exist at the job site in question. Subfloors must meet industry standards for structural integrity and be level to within ¼” in 10 feet.
3. Luxury Vinyl Tiles or Planks (LVT/ LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) products must be installed in accordance with our recommended procedures for the specific subfloor condition that exist at the job in question.
4. The Luxury Vinyl Tiles or Planks (LVT/ LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) 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 for bonding the flooring product to the underlayment.

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Definitions, Terms and Conditions:

A failure of finished Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications), applied directly over the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product will be defined as follows:

- Cracked, fractured and or broken tiles or planks, which are proven to be directly caused by any defects in, or the loss of dimensional and/or structural stability of the AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product.
- Residual indentation from point loading, in “Normal Household Use” Residential Applications (defined as common daily activities in a residential home) beyond more than 15% 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/DIS 24343-2 testing of sample specimens.
- Cutting, gouging or tearing of tiles or planks, in “Normal Household Use” Residential Applications (defined as common daily activities in a residential home), beyond more than 15% 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/DIS 24343-2 testing of sample specimens.

What is Not Covered by the AcoustiCORK® – 2mm EZ-Floor LVT- 10 Year Limited Residential Warranty for Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) applications.

- Installations of Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) materials classified as seconds, rejects, or any other less than first quality materials, or that are not at least 2mm (0.078”) thick.
- Installations of Vinyl Composition Tiles (VCT) or any other non-approved finished flooring materials.
- Cracks or gaps in Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) materials that are caused by cracks or separations in excess of 3/16” in width, which occur in the subfloor material after the finished flooring material has been installed.
- Cracking, heaving, buckling or de-bonding of Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) materials that develop as a result of excessive subfloor moisture (beyond the limits specified in the EZ-Floor LVT installation instructions), surface flooding or the excessive use of water in cleaning or maintenance operations.
- Bond failures between AcoustiCORK® EZ-Floor LVT Sound Control / Floor Preparation Underlayment product and any approved, Luxury Vinyl Tiles or Planks (LVT/LVP) materials that develop as a result of the use of improper or non-approved adhesive products, the presence of excessive dust or dirt on the 2mm AcoustiCORK® EZ-Floor LVT product, and/or the improper mixing or application of any adhesive product.

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- **Any Cracking, chipping, gouging or tearing of Luxury Vinyl Tiles or Planks (LVT or LVP) and or, Solid Vinyl Tiles and Plank (meeting ASTM F-1700 specifications) materials that occur as a result of impacts or other abuses that are considered to be outside the scope of “normal expected use” in Normal Household Use Residential Applications (defined as common daily activities in a residential home) and that are not directly related to any defect, or the loss of dimensional and/or structural stability of the AcoustiCORK® 2mm EZ-Floor LVT Sound Control / Floor Preparation Underlayment product.**

Such as: Damage caused by vehicle traffic, metal wheeled dollies or carts, heavy objects 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 dragging or sliding of heavy objects such as furniture and appliances and/or the dropping of heavy or sharp objects and/or the failure to use recommended floor protectors and the like on the finished floor.

Note: In an area where castered chairs are to be used on frequent basis in the same area, such as in an office space or similar application, the use of chair mats is recommended to protect the floor from excessive wear or damage.

- **For uses the flooring other than Normal Household Use Residential Applications, the terms of this warranty will not apply.**
- **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 the period specified in the warranty and within sixty days of when the defect is first discovered. Replacement materials 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 the installation 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 sixty 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.

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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. AMORIM CORK COMPOSITES SHALL NOT BE LIABLE FOR LOSS OF USE, 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.