

## Product Warranty

This limited warranty applies to the original retail purchaser (“Purchaser”) of HeatPly underlayment (the “Product”) and to any owner of a residential building on which the Product is originally installed (“Owner”). HeatPly Inc (“HeatPly”) warrants that its Product will, at the time of shipment, meet or exceed the physical and mechanical properties for its intended use as a radiant heat underlayment panel. Subject to the installation requirements and conditions set forth below, HeatPly Inc warrants that, for a period of 10 years from the date of installation, the panels:

- Will not delaminate or contribute to discoloration of the floor covering material.
- Will hold the floor covering material permanently to the floor.

Panels must be installed in accordance with the manufacturer’s instructions and prescribed fastening patterns and adhesives spread rates for this warranty to apply.

Warranty shall only be effective if panels are stored, handled and installed in accordance with the attached HeatPly installation instructions. Warranty applies to residential installations only.

Length of Coverage: This transferable warranty is valid for 10 years from the date of installation.

If any panels should fail to meet the above limited warranty, HeatPly Inc will, at its discretion:

- Supply replacement panels for those found to not satisfy the warranty; or
- Refund the full purchase price of the defective panels if the floor covering has not yet been installed; or
- Pay an amount equal to the purchase price of the defective panels, adhesives, and floor covering, and reasonable installation cost of the floor covering. Claims regarding panels that fail to meet the limited warranty will only be honored subject to the following conditions:

- A written notification of claim must be delivered to

HeatPly Inc within (30) days of the time you discover possible defect with the panels, including a brief description of the problem, along with photographs and samples if available..

- The claim must include proof of purchase sales receipt, invoice, dealer’s name and address, along with address and date installed.
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- HeatPly Inc must be provided the opportunity to inspect the reported damage claim prior to any alteration, change or repair for period of at least (30) days after it's receipt of the notice of the claim.
- Send claims to HeatPly Inc, 825 Petaluma Blvd So., Petaluma, CA 94952 HeatPly Inc does not accept responsibility for:
- Telegraphing at panel edges caused by uneven floor joist, movement of the sub-floor, telegraphing or foreign material due to improper cleaning, tile or vinyl shrinkage, insufficient or improper use of floor-patch or poor workmanship.
- Damage due to structural movement of the building or failure of the structure material to which panels are attached.
- Deficiencies in the sub-floor / floor joist assembly including but not limited to irregular subfloor surface, or voids in the subfloor.
- Improper storage, handling or installation, or failure to install in accordance with the attached installation instructions for HeatPly underlayment panels.
- Defects, incompatibility or failures of the manufacturers' products in the floor assembly including but not limited to fasteners, adhesives and floor covering
- Damages arising from acts of God such as earthquakes, lightning, floods, natural disasters, etc.
- Panel failure resulting from exposure to moisture.
- Failure of the owner to maintain the building with reasonable care.

**Exclusion of Implied Warranties; No Other Express Warranties**

**THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY PROVIDED IN THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY. HEATPLY INC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.**

**IN NO EVENT WILL HEATPLY INC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PANELS, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.**

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Note: Products described here may not be available in all geographic markets.

Notice: We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

Safety First! Follow good safety and industrial hygiene practices during handling and installation of all products and systems. Take necessary precautions and wear the appropriate personal protective equipment needed. Read material safety data sheets and related literature on product before specification and/or installation.

