

Halex Composite Flooring Underlayment A Quality EnStron Product 25-Year Limited Warranty



Product Warranty: This limited warranty applies to the original retail purchaser (“Purchaser”) of Halex Composite Flooring Underlayment (the “Product”) and to any owner of a residential building on which the Product is originally installed (“Owner”). Subject to the installation requirements and conditions set forth below, Plummer warrants that, for a period of 25 years from the date of installation, the panels:

- Will not delaminate or contribute to discoloration of the floor covering material
- When installed as directed, will not telegraph joints through the finished floor due to product failure or defects.

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 Halex Composite Flooring Underlayment installation instructions.

Warranty applies to residential installations only.

Length of Coverage: This non-transferable warranty is valid for 25 years from the date of installation.

If any panels should fail to meet the above limited warranty, Plummer 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 notice of claim must be delivered to Plummer within thirty (30) days of the time you discover a 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.
- Plummer must be provided the opportunity to inspect the reported damage claim prior to any alteration, change or repair for a period of at least 30 days after its receipt of the notice of claim.
- Send claims to Plummer Forest Products, 41 N. Potlatch Rd., P.O. Box 788, Post Falls, ID 83854

Plummer Forest Products 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 subfloor.
- Improper storage, handling or installation, or failure to install in accordance with the attached installation instructions for Plummer EnStron underlayment panels.
- Defects, incompatibility or failures of other manufacturers’ products in the floor assembly including but not limited to fasteners, patching compound, adhesives, and floor covering.
- Damage 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. PLUMMER FOREST PRODUCTS 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 PLUMMER FOREST PRODUCTS 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.