

## Limited Warranty for Versashield® Flooring Underlayment

**Who is Covered.** You are covered by this warranty if you live in the continental United States, Hawaii or Canada and are the original property owner (i.e., not a builder or installer) of a building when ELKVersaShield® Flooring Underlayment (“Underlayment”) is installed as a moisture suppression membrane, or the first subsequent owner if this warranty was properly transferred..

This Limited Warranty may not be transferred or assigned, directly or indirectly, except for one transfer, and only if the second owner notifies Elk in writing within 60 days after the property transfer and pays a \$500 transfer fee.

**What is Covered.** ELK SPECIALTY FABRICS TECHNOLOGIES (a/k/a Elk Performance Nonwoven Fabrics, Inc., “ELK”) warrants that the Underlayment is free from manufacturing defects that would adversely affect its performance of for the warranty period specified below. Under normal conditions of use as a moisture suppression membrane under flooring products, when properly installed, the Underlayment will protect flooring products from moisture vapor damage from the subfloor or below in areas that have MVER up to 12 pounds per 1000 square feet in 24 hours (based upon ASTM F1869 Calcium Chloride test) to an acceptable level of less than 3 pounds.

**How Long Is Your Underlayment Covered.** This Limited Warranty commences at the completion of the proper installation of the Underlayment and lasts for 10 years or until ownership of the building changes without coverage under this Warranty being transferred, whichever comes first.

**Note on Useful Life:** The useful life of your Underlayment is affected by many factors, including: the conditions to which it is exposed, the quality of its installation, the type and quality of the construction, including the subfloor, and other factors over which ELK has no control. This limited warranty covers your Underlayment in the event it is found to have manufacturing defect which adversely affects its performance while this Warranty is in effect. No limited warranty assures that the covered products will last the entire length of the applicable warranty period

**Sole and Exclusive Remedy.** If your Underlayment has a manufacturing defect covered by this Limited Warranty, ELK will:

During the **first** year, either (1) pay the original cost of defective Underlayment and the reasonable original cost of affected flooring material, seam tape, bonding adhesive and any other affected installation materials used in an ordinary installation, and the reasonable cost of labor to install replacement Underlayment and flooring materials or (2) pay the reasonable cost for repair of the defective Underlayment and affected floor area, in ELK’s sole discretion. The cost of labor does **not** include costs for tear-out, dump fees, concrete or

foundation work, or related work.

For the next **nine** years, if ELK elects to reimburse you for the amounts listed in paragraph (1) above, the amount to be paid to you will be adjusted to reflect the use you have received from your Underlayment based on the number of months which have elapsed since installation. The reimbursement under paragraph (2) will not be reduced.

**Limitations and Exclusions.** ELK shall not be liable for any damages to the Underlayment, overlying flooring products, or any other property from any cause other than a manufacturing defect. In particular, this Limited Warranty does not cover damage to the Underlayment, your building or any parts thereof, caused by:

1. Fire, or other casualties or acts of God that cause substantial shifting of the subfloor or substrate; or any distortion, cracking or movement of the subfloor, floor slab or other foundation, or other structural defects of the building or other premises;
2. Moisture issues related to hydrostatic pressure, flooding or spills of liquids on the Underlayment or overlying flooring product, or other conditions that cause moisture to be above the Underlayment,
3. Misuse, or improper storage, handling or use of the Underlayment at any time, including excessive exposure to impact, heat or moisture prior to application, exposure of the Underlayment to or application of harsh liquids or chemicals, or punctures or tears resulting from shipping, handling or installation;
4. Installations in areas where moisture readings have an MVER greater than 12 pounds per 1000 square feet in 24 hours (based upon ASTM F1869 Calcium Chloride Test); or
5. Installation of the subflooring or Underlayment not in strict accordance with ELK's installation instructions; defects or failure of installation materials such as patching material, grout, subflooring or other products that affect the performance of the flooring system; or failure to allow the flooring system to cure properly, or to allow completion of flooring work and related construction,

**NOTE: Proper installation includes**, but is not limited to, **performing a moisture test** or multiple tests (ASTM F1869 calcium chloride test) based on the size of the area where the installation will be completed **prior** to installation to determine precise MVER of the subfloor. Results of your ASTM F1869 moisture test(s) must be recorded and **retained** and submitted to ELK in the unlikely event you make a warranty claim.

**How To Make A Claim:** To file a claim, you must send a notice in writing, together with proof of purchase to establish that you are the original owner (or proof of transfer if the second owner has properly transferred coverage), proof of application date and a copy of the original moisture test records, to: ELK, 14911 Quorum Drive, Suite 600, Dallas, Texas 75254. **NOTE:** Notice to your builder, general contractor or installer is **NOT** notice to ELK. Within a reasonable time after proper notification, ELK will evaluate your claim, inspect the installation of the Underlayment and the claimed damage, and resolve your claim in accordance with this Warranty. Any claim for Underlayment which has been replaced prior to ELK's receipt of written notice and on-site inspection may be **denied**.

**Sole And Exclusive Warranty.** THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from ELK and represents the SOLE REMEDY available to any owner of ELK Versashield Flooring Underlayment. ELK makes NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY of any kind other than that stated herein. ELK WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for

breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

**Modification Of Warranty.** This Limited Warranty may not be changed or modified except in writing, signed by an officer of ELK. No one (other than an officer of ELK) has authority to assume any additional liability or responsibility for ELK in connection with your Underlayment except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction. (NOTE: Warranty subject to change. For current information, visit [www.elkcorp.com](http://www.elkcorp.com) or write to ELK at 14911 Quorum Drive, Suite 600, Dallas, Texas 75254 ((972) 851-0434)

**Effective Date.** This Limited Warranty is effective for Versashield Flooring Underlayment installed after April 1, 2007.