



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 VersaShield® Flooring Underlayment (“VersaShield®”) 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 Halex Corporation in writing at 750 S. Reservoir St., Pomona, CA 91766 within 60 days after the property transfer and pays a \$500 transfer fee.

What is covered. Halex Corporation warrants that the VersaShield® is free from manufacturing defects that would adversely affect its performance for the warranty period specified below. Under normal conditions of use as a moisture suppression membrane under flooring products, when properly installed according to Halex’s written installation instructions, the VersaShield® will protect flooring products from moisture vapor damage from the subfloor or below in areas that have a maximum 95% RH as measured in accordance with the latest version of ASTM F2170. NOTE: Halex reserves the right to conduct new moisture tests at the time of the claim to determine current moisture readings, which will be used to determine warranty compliance.

How Long Is Your VersaShield® Covered? This Limited Warranty commences at the completion of the proper installation of the VersaShield® 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 VersaShield® is affected by many factors, including: the conditions to which it is exposed, the quality of its installation, the type and quality of the building construction, including the subfloor, and other factors over which Halex Corporation has no control. This limited warranty covers your VersaShield® in the event it is found to have a manufacturing defect which adversely affects its performance while this Warranty is in effect. This limited warranty does not assure that the finished flooring installed over VersaShield® will last the entire length of the applicable warranty period.

Sole and Exclusive Remedy. If your VersaShield® has a manufacturing defect covered by this Limited Warranty, Halex Corporation will:

During the **first** year, either (1) pay the original cost of defective VersaShield® 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 VersaShield® and flooring materials or (2) pay the reasonable cost of repair for the defective VersaShield® and affected floor area, in Halex Corporation’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 Halex Corporation elects to reimburse you for the amount set forth in option (1) of the preceding paragraph, the amount to be paid to you will be adjusted to reflect the use you have received from your VersaShield® based on the number of months that have elapsed since installation.

Limitations and Exclusions. Halex Corporation shall not be liable for any damages to the VersaShield[®], 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 VersaShield[®], 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 VersaShield[®] or overlying flooring product, or other conditions that cause moisture to be above the VersaShield[®].
- 3) Misuse, or improper storage, handling or use of the VersaShield[®] at any time, including excessive exposure to impact, heat or moisture prior to installation, exposure of the VersaShield[®] 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 exceed 95% Relative Humidity as measured in accordance with the latest version of ASTM F2170.
- 5) Installation of the subflooring or VersaShield[®] not in strict accordance with Halex Corporation's written installation instructions; defects or failure of installation materials such as patching material, 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** in accordance to the latest version of ASTM F2170 Relative Humidity Test. The moisture test must be based on the size of the area where the installation will be done **prior** to VersaShield[®] installation to determine precise RH of the subfloor. Results of your ASTM F2170 test(s) must be recorded, retained, and submitted to Halex Corporation in the unlikely event that 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 Halex Corporation, 750 S. Reservoir St., Pomona, CA 91766. **NOTE:** Notice to your builder, general contractor or installer is **NOT** notice to Halex Corporation. Within a reasonable time after proper notification, Halex Corporation will evaluate your claim, inspect the installation of the VersaShield[®] and the claimed damage, and resolve your claim in accordance with this Warranty. Any claim for VersaShield[®] which has been replaced prior to Halex Corporation'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 Halex Corporation and represents the SOLE REMEDY available to any owner of Halex Corporation's VersaShield Flooring Underlayment. Halex Corporation makes NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY of any kind other than that stated herein. Halex Corporation 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 Halex Corporation. No one (other than an officer of Halex Corporation) has authority to assume any additional liability or responsibility for Halex Corporation in connection with your VersaShield[®] Flooring 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.Halexcorp.com or write to Halex Corporation at 750 S. Reservoir St., Pomona, CA 91766, (909) 622-3537.

Effective Date. This Limited Warranty is effective for VersaShield Flooring Underlayment installed after September 4, 2010.

