

ECO CORK FOAM

# Limited Life-Time Warranty



Eco Cork Foam is engineered to meet general requirements of an underlayment for use under laminate, engineered and hard wood floor coverings used in normal household and light commercial conditions. Palziv North America Incorporated herein after known as PNA guarantees Eco Cork Foam to be free of defects in manufacturing, materials and workmanship when installed at a location and in a manner which does not invalidate any claim made under this warranty and used for its intended purpose. PNA guarantees the performance of Eco Cork Foam under quality laminate, engineered and hard wood floor coverings for a period equal to the warranted life of the laminate, engineered and hard wood floor coverings.

This limited life-time warranty does not cover loss or damage caused in whole or in part by (a) failure of the laminate, engineered and hard wood floor coverings under which the Eco Cork Foam is installed, (b) improper installation of Eco Cork Foam or of the laminate, engineered and hard wood floor coverings, (c) improper floor inspection or preparation, (d) damage by water, fire, natural disaster, owner negligence, and/or neglect and (e) improper handling and maintenance of Eco Cork Foam or the laminate, engineered and hard wood floor coverings before and after its installation, (f) areas of unusually high foot traffic, or any commercial or multi-family applications, (g) subfloor vapor emissions and pH levels in excess the laminate, engineered and hard wood floor coverings manufacturers' specifications and (h) relocated from the original installation location.

All claims covered by this warranty are limited to claims for the repair or replacement of the affected Eco Cork Foam material. If the Eco Cork Foam is determined to be responsible for damage to laminate, engineered and hard wood floor coverings, this warranty will cover the repair or replacement of only the affected floor covering material. If Eco Cork Foam and/or laminate, engineered and hard wood floor coverings cannot be repaired or replaced with suitable materials, reimbursement, limited to the original purchase price of the affected Eco Cork Foam material and/or the laminate, engineered and hard wood floor coverings material, may be made by PNA in its sole discretion. All costs of flooring installation, removal and disposal of damaged or defective Eco Cork Foam and the laminate, engineered and hard wood floor coverings and all costs associated with moving or replacing furniture, equipment, baseboards/quarter round or similar items are specifically excluded from the warranty.

No liability will be assumed, whether in an action of contract, negligence, or other tort for any direct, indirect, special, incidental, or consequential damage(s) or any other damages whatsoever and howsoever caused, including without limitation damage to property or persons caused by improper or unsafe installation of Eco Cork Foam or the the laminate, engineered and hard wood floor coverings.

Damages resulting from heat, smoke, water, moisture, chemicals (toxic or non-toxic), moulds, odours, defects in the the laminate, engineered and hard wood floor coverings or sub-floor, as well as any changes in appearance caused by the unintended use or improper installation of Eco Cork Foam or the laminate, engineered and hard wood floor coverings are specifically excluded. Also specifically excluded from this warranty are defects or damages arising from components used with Eco Cork Foam such as nails, glues, floor levelling mortars, motors, electrical or non-electrical radiant systems or other soiling, improper maintenance or cleaning of the laminate, engineered and hard wood floor coverings, the moving of heavy objects over the floors and unusual occurrences which affect the Eco Cork Foam or the laminate, engineered and hard wood floor coverings.

This warranty is not transferable and applies to Eco Cork Foam installed under quality laminate, engineered and hard wood floor coverings. Repair, replacement or reimbursement of the affected Eco Cork Foam or the laminate, engineered and hard wood floor coverings is at the sole discretion of PXL and requires the original Eco Cork Foam, laminate, engineered and hard wood floor coverings and the installation receipt for proof of purchase and warranty holder identity. Furthermore, this warranty at the sole discretion of PNA can be denied if Eco Cork Foam is not installed by a qualified professional installer including the laminate, engineered and hard wood floor coverings.

To process a claim under this warranty, the Original Purchaser must send timely written notice of any claim, within the Warranty Period, to PNA at the address listed below. The notice must describe the product and the claimed defect, and must include a copy of the original purchase receipt. All warranty claims must be submitted to PNA for approval before removal of the product at the place of installation. PNA reserves the right to inspect the product as installed at the place of installation prior to removal. All parties must act reasonably in respect of any claim made under this warranty and failure to comply with this warranty shall render the warranty null and void which shall be permitted to take, at no cost, samples of the affected Eco Cork Foam and the laminate, engineered and hard wood floor coverings area for laboratory testing.

**THE ABOVE WARRANTY, REMEDIES, AND LIMITS OF LIABILITY ARE PROVIDED EXPRESSLY IN LIEU OF, AND EXCLUDE ALL OTHER REPRESENTATIONS, WARRANTIES, REMEDIES, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. WHERE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITY ARE NOT PERMITTED AT LAW, SOME OF THE EXCLUSIONS SET FORTH ABOVE MAY NOT BE APPLICABLE.**

Some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

**This warranty supersedes all previous warranties, if any.**

PALZIV NORTH AMERICA INCORPORATED  
7966 NC 56 HWY  
Louisburg, NC 27549  
Tel. 919-497-0010  
FAX 919-496-2523  
www.palzivna.com