



Lifetime Underlayment Warranty

Urban Surfaces, Inc. ("Manufacturer") warrants that its Floor Silencer Flex™ underlayment for luxury vinyl planks/tiles ("Product") is free from defects in manufacturing, materials, and workmanship for the life of the original purchaser (the "Lifetime Warranty"). This Lifetime Warranty is extended to the original purchaser of the Product ("Owner") and covers only damage to vinyl planks & tiles.

Manufacturer further warrants that the Product will absorb and allow dispersion of water moisture throughout the Product caused by normal spills, leaks, sweating, and other normal environmental conditions, excluding water moisture or water accumulations caused by flood, fire, natural disaster, Owner negligence or neglect, frozen or broken pipes, or similar events which result in damage or are subject to insurance coverage. Provided, however, that such warranty shall not cover water accumulations that: exceed one gallon per a twenty-four hour period per three hundred square feet of Product; or are allowed to continue to accumulate for more than 7 consecutive days.

In the event of a defect, malfunction, or other failure of the Product (not otherwise excluded below), the Manufacturer will remedy the defect or failure without charge to the consumer, provided notice of the warranty claim in the manner provided below is received by Manufacturer within the Lifetime Warranty period. The remedy for any such defect, failure, or malfunction is limited, at Manufacturers discretion, to the repair, replacement, or refund of the purchase price of only the defective Product.

If Manufacturer elects the remedy of repair, and after a reasonable number of attempts by Manufacturer to repair the defect, malfunction, or other failure, this elected remedy fails of its essential purpose, the Owner is entitled to elect either a refund of the original purchase price of the Product or the replacement of the Product with a product of like grade and quality.

Enforcement of this warranty is subject to the prior inspection and evaluation of the defective Product by a qualified representative of Urban Surfaces, Inc.

This Limited Warranty is further made subject to the following conditions, limitations, and exclusions. Please read the following carefully:

1. Required Installation

To be covered by this Limited Warranty, the Product must be installed indoors following the Manufacturer's recommended installation instructions for the Product and the manufacturer's recommended installation instructions for the overlying installed flooring. This Product is not suitable for areas exposed to constant moisture such as shower stalls, etc. This Lifetime Warranty is void if installation is beneath flooring types not mentioned herein.

2. Limitation on Causes of Defects Covered Under Warranty

This Limited Warranty covers only defects in manufacturing materials or workmanship and does not cover defects, malfunctions, or failures resulting from any other causes, including without limitation:

- (i) improper or inadequate installation;
- (ii) damage caused by trades-people or visitors to the job site, or by cutting, puncturing, or other post-installation damage;
- (iii) defects caused by fire, flood, tornado, hurricane, earthquake, acts of God, differential settlement, insect infestation, extraordinary environmental conditions, riot or other civil insurrections, or acts of war or conflict;
- (iv) defects caused by abusive conditions or accidents, such as, but not limited to, cutting, severe impact, or abnormal vibrations;
- (v) installation or use of the Product in any manner not recommended by the Manufacturer; and
- (vi) defects caused by improper or inadequate maintenance, cleaning, use, or care of any Covered Flooring installed over the Product, including without limitation, the use of improper or un-recommended cleaning solutions or cleaning practices.

3. Controlling Document

This warranty is the sole and exclusive description of warranties applicable to the Product. Any written or oral representation, warranties, or guarantees concerning the Product that are inconsistent with, or beyond the scope of, the description contained herein are superseded by this document and deemed inapplicable or void.

4. Required Procedures to Submit a Warranty Claim

In order to obtain performance of any warranty obligation, the Owner must do the following: Contact the Manufacturer at the email or toll-free number listed below or by mail at the address listed below, and request a claim form. Complete and return the claim form, Product label, and the original dated sales receipt to the Manufacturer by certified mail, return receipt requested, within the Limited Warranty period. The phone number and address to contact the Manufacturer for these purposes is as follows:

ATTENTION: WARRANTY CLAIM DEPARTMENT
Urban Surfaces, Inc.
2380 Railroad Street, Building 101, Corona, CA 92878

Phone: (800) 492-8722
Email: info@urbansurfaces.com

This Limited Warranty is given in lieu of implied warranties. Implied warranties of merchantability and fitness for particular purpose are disclaimed. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. To the extent allowed by applicable laws, Manufacturer hereby disclaims any and all such rights.

Under no circumstances shall Manufacturer be liable to the Owner, or any other person for any consequential, incidental, economic, direct, indirect, general, or special damages arising out of any breach of warranty, express or implied, under this contract. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Lifetime Warranty hereby supersedes all pre-existing warranties, either express or implied, relating to the Product. For the latest product information and application instructions, please visit **www.urbansurfaces.com**.