

GENERAL TERMS

Windmoeller Inc. warrants Purfix Xpress Underlay to be free from defects in manufacturing and materials for a period of 12 years when properly installed in accordance with the installation guidelines and used under normal operating conditions. Xpress Underlay is limited to use with modular resilient flooring such as bio-base polyurethane, PVC, and LVT for gluing in residential and light commercial settings and is limited to the replacement of the underlay only. Due to the large number of resilient flooring products available, approval of specific products should be obtained from Windmoeller Inc. prior to use with Purfix Xpress Underlay.

Xpress Underlay is not recommended in heavy commercial areas with heavy rolling loads as this may adversely affect the long-term performance. This product does not carry a warranty for indentations or for the applied adhesive for bond, bond strength or any possible dimensional changes in the floor covering installed over it. Failure to follow the application guidelines and the complete installation and handling instructions of the underlay and the flooring installed on top of it will void the limited warranty. The warranted Product must be installed by licensed and insured professional installers only.

Moisture issues should be addressed at the time of installation and may require an additional moisture barrier or remediation. Xpress Underlay's built-in moisture resistance is warranted for use in environments of up to 95% relative humidity (RH). Any failure due to high moisture in excess of 95% RH will void the limited warranty. Windmoeller Inc. is not responsible for damage that may occur from exposure to excessive moisture or failure resulting from exposure to secondary causes such as broken pipes, plumbing failures, leaks, etc., or from damage that may occur from improper maintenance. Prolonged exposure to excessive solar heat may result in product stability issues which are outside of our warranty. Please refer to our installation guidelines for appropriate procedures.

LIMITED WARRANTY TERMS AND CONDITIONS

Manufacturing Defect: The Product shall be free of manufacturing defects during the period of this warranty. Any claim of manufacturer defect must be reported within thirty (30) days of discovery. If a defect occurs in your floor, upon verification of the defect, Windmoeller Inc. will authorize repair or replacement of the defective material.

Windmoeller Inc. reserves the right to inspect claims prior to corrective action or replacement. Failure to observe this requirement may result in denial of your claim. Replacement is limited to that of the Xpress Underlay. Any claim for labor reimbursement must be submitted for pre-approval by Windmoeller Inc. Labor cost will not be reimbursed for any Product installed containing visible and obvious defects. Any defect greater than 0.5 inches is considered visible and obvious.

WHAT TO DO IF YOU NEED WARRANTY SERVICE

1. As soon as possible after you discover a problem, but in any case, no later than thirty (30) days after you discover a problem, and before any action is taken to change the condition of the affected floors, email your warranty claim to claims@windmoellerinc.com.
2. Set aside any un-installed materials, attic stock etc., as we may request material samples for technical evaluation.

3. The claim should include all of the following:

(a) A copy of the original invoice/receipt along with your name, address, email and telephone number that Windmoeller can use to contact you regarding your claim

(b) the location at which the floors were installed, the name of the company that sold you the flooring, the name of the installer, the date of installation, the size of the installation, and a list of product/s in question that includes the item number and quantity of each product

(c) documentation of all pre-installation test results including, but not limited to, in-situ relative humidity testing, calcium chloride testing, concrete surface moisture testing, pH testing, adhesive mat bond testing, and substrate porosity testing,

(d) photographs you have taken of the conditions

(e) the date on which you discovered the damage

(f) a reasonable description of the type, extent, and location of the damage

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING FROM OR IN CONNECTION WITH (A) THIS WARRANTY OR ITS BREACH, OR (B) ANY CLAIMED DEFECT IN WINDMOELLER FLOORING PRODUCTS, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, BREACH OF WARRANTY, CONTRACT, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. As conditions of this Limited Warranty, the parties' consent to personal jurisdiction and venue in Fulton County, Georgia for any dispute arising from or in connection with this Limited Warranty, or its breach, or with respect to any defect in Windmoeller flooring products, not otherwise amicably resolved and waive any rights they might otherwise have to object to personal jurisdiction or venue or to transfer a proceeding to another venue.

THESE ARE YOUR EXCLUSIVE REMEDIES UNDER THE LIMITED WARRANTIES SET FORTH ABOVE. UNDER THE TERMS OF THESE LIMITED WARRANTIES, WINDMOELLER INC. WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, NO MATTER THE CAUSE. THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,

EXTENDING BEYOND THE TERMS OF THESE LIMITED WARRANTIES. EXCEPT AS SET FORTH HEREIN, THERE ARE NOT EXPRESS WARRANTIES MADE BY WINDMOELLER INC. AND ARE HEREBY LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE PURCHASER. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, SUCH RIGHTS MAY VARY FROM STATE TO STATE.

IMPLIED WARRANTIES NOTE: The warranty is not transferable, and it extends only to the original purchaser.