floorMuffler®

it's what's underneath that counts®

FLOOR MUFFLER® ULTRASEAL

Limited Lifetime Warranty for Floating Floor Systems

Diversified Foam Products, Inc. d/b/a Diversified Industries ("Diversified") warrants to the original purchaser **(the "Purchaser")** of the **floorMuffler®** underlayment **(the "Product")** that when installed under laminate, engineered or solid hardwood flooring within one **(1)** year of the date of purchase in accordance with Diversified's then current installation requirements, which can be found on **Diversified's** website at **www.floormuffler.com (the "Installation Requirements"),** and for as long as the **Purchaser** owns the premises at which the **Product** has been installed **(the "Warranty Period"): (i)** the Product will perform as an acoustical underlayment; **(ii)** the **Product** will be free from defects in materials and workmanship; and **(iii)** the Product will prevent damage to the installed floating floor system from concrete sub-floor moisture and vapor emissions up to three **(3) lbs./1,000 sq. ft./24 hours.** For the warranty in subsection **(iii)** to be in effect, **Purchaser** must perform through a reputable provider a calcium chloride moisture test on all subfloors prior to installation, the written results of which must be delivered to Diversified with the warranty claim within the **Warranty Period.** This limited warranty is non-transferable.

This limited warranty shall not apply to defects or other problems with the **Product** caused by any of the following, as reasonably determined by **Diversified: (1)** misuse, abuse or neglect; **(2)** wear and tear, or indentations, depressions or marking, caused to flooring, from ordinary use; **(3)** any type of surface spills including, without limitation, human or pet spills of any type; **(4)** other discharges or releases of liquid including, without limitation, from broken pipes, hoses and rain water; **(5)** installation of the Product that fails to comply with the **Installation Requirements,** or other use of defective installation supplies or inadequate installation techniques; or **(6),** damage in transit or during installation. This **limited warranty only applies** to the **Product** itself and not to the manner of installation over which **Diversified** has no control. Minor indentations, blemishes or discoloration of the Product do not constitute a defect under this limited warranty. This limited warranty is not valid for installations when the **Product** is installed as a used product.

This limited warranty is valid only provided that written notification of a defect, as well as a copy of the original receipt for the defective **Product,** is received by **Diversified** from **Purchaser** within thirty **(30)** days of identification of the defect, and within the **Warranty Period.** Diversified reserves the right to inspect the **Product** and its installation. **Purchaser** providing **Diversified** with access to the premises at which the **Product** is installed shall be a condition to any claim hereunder. If **Diversified** determines that a defect in the **Product** is covered by this limited warranty, it will, at its expense and as its sole and exclusive obligation for breach of this limited warranty, and **Purchaser's** sole and exclusive remedy: **(i)** replace the defective **Product,** and **(ii)** repair or replace all areas of primary flooring damaged by the defect in the **Product** as determined by **Diversified,** up to a maximum amount of **$5.00/sq. ft.** of damaged flooring, inclusive of labor costs. If **Diversified** determines that an alleged defect in the **Product is not covered by this limited warranty,** it shall not have any obligation to repair or replace the **Product** or any primary flooring and **Purchaser** shall pay all costs incurred in connection with the examination of the **Product** including, without limitation, any travel and/or shipping costs.

TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND IN LIEU OF AND EXCLUDING ALL OTHER WARRANTIES OF DIVERSIFIED, ITS DISTRIBUTORS, RESELLER, AGENTS AND REPRESENTATIVES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DIVERSIFIED'S LIABILITY WITH RESPECT TO THE PRODUCT TO PURCHASER AND ANY PARTY FROM WHICH PURCHASER PURCHASED THE PRODUCT, DIRECTLY OR INDIRECTLY, IS LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY SET FORTH HEREIN, EXCEPT TO THE EXTENT SPECIFICALLY PRECLUDED BY APPLICABLE LAW. IN NO EVENT SHALL DIVERSIFIED'S LIABILITY TO PURCHASER AND ANY PARTY FROM WHICH PURCHASER PURCHASED THE PRODUCT, DIRECTLY OR INDIRECTLY, EXCEED THE AMOUNT PAID BY SUCH PERSON OR ENTITY FOR THE PRODUCT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL DIVERSIFIED HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT OR THE MARKETING OR SALE THEREOF, WHETHER THE CLAIM IS BASED UPON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE

This limited warranty applies regardless of the brand of laminate, engineered or solid hardwood floor covering installed with the **Product.** Should any manufacturer of a particular brandof laminate, engineered or solid hardwood floor covering refuse to honor its warranty solely as the result of the installation of the **Product** rather than another brand of underlayment, **Diversified** will honor the flooring manufacturer's original warranty in the event of damage to its laminate, engineered or solid hardwood floor covering caused directly by a failure of the **Product** to conform to this warranty provided **Purchaser** delivers to **Diversified** written evidence of the denial of a warranty claim, and the denial specifically states that sole reason for the denial is that the **Product** was used in the installation instead of another brand of floor covering. **This limited warranty is governed by the laws of the State of New Jersey.** Any warranty claim, or other dispute arising out of or related to this limited warranty or the Products, shall be brought exclusively in the state or federal courts located in the State of New Jersey, the exclusive jurisdiction and venue of which **Purchaser** and any party from which **Purchaser** purchased the **Product,** directly or indirectly, irrevocably consent to for this purpose.

ultraSeal

floorMuffler®

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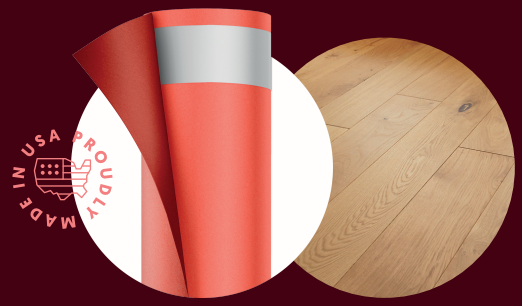
floormuffler.com
1 800 440 6008

floor score
CERTIFIED BY SCS Global Services