

# Whisper Step Premium Acoustical Underlayment

## Limited Warranty

The Flooring Products Division of Leggett & Platt, Incorporated ("L&P") is pleased to offer this limited warranty to the original retail purchaser ("Original Purchaser") of this L&P Acoustical Underlayment product ("Product"). Subject to all terms and conditions in this warranty, L&P warrants to Original Purchaser that the Product at time of purchase will be free from manufacturing and material defects that cause the Product to fail when properly installed with new and suitable LVT/Multi-layered Flooring (as hereinafter defined) for interior, wall-to-wall applications, but only to the extent such defects were caused by L&P. "LVT/Multi-layered Flooring" means only the following types of flooring and otherwise suitable for use with the Product, and each of which must be in new and original condition and installed at the same time as the Product: luxury vinyl tile/plank or similar multi-layered equivalent of luxury vinyl tile such as rigid composite including attached back, WPC, sheet vinyl, laminate, engineered wood, or solid hardwood. LVT/Multi-layered Flooring does not include any kind of ceramic or other tile flooring, and this warranty shall not apply if the Product is installed under ceramic or other tile flooring.

This warranty applies only for the normal and expected useful life of the LVT/Multi-layered Flooring under which the Product was originally installed (the "Warranty Period"). In the event of a breach of this warranty, if a claim is properly submitted during the Warranty Period and subject to the terms, conditions, and limitations hereof, L&P will replace the Product with new acoustical underlayment of like grade and will cover reasonable local labor costs consisting of removal of the Product and installation of the replacement acoustical underlayment. Such remedy shall be the Original Purchaser's sole and exclusive remedy for any breach of this warranty.

This warranty will not apply if the Product has been improperly installed. The words "improperly installed" shall mean any improper installation or application of the Product, including but not limited to the following: (i) exterior or outdoor applications; (ii) installations in areas or on surfaces that are not structurally sound, clean, smooth, flat, and hard flooring surface(s); (iii) installation under any flooring other than new and suitable LVT/Multi-layered Flooring subjected only to normal use; or (iv) any installation or application that does not fully comply with both L&P's written installation instructions provided with the Product and the flooring manufacturer's recommendations and instructions for the overlying LVT/Multi-layered Flooring. Neither this warranty nor any warranty provided by law shall apply to stairs and stairways, exteriors, or areas subject to flooding. This warranty applies only to the initial installation under the LVT/Multi-layered Flooring and shall not apply to subsequent installations or if a second floor is installed over the Product.

This warranty does not apply to, or protect against, cracks, indentations, or other damage or conditions, either to the Product or to the overlying flooring, caused by or arising from placement of furniture, appliances, or other heavy objects on the overlying flooring. Neither this warranty nor any other warranty which may be provided by law shall apply to any damage, loss, or claim arising from or relating to (i) defects caused by improper or inadequate maintenance, cleaning, or care of the Product or the overlying flooring, including without limitation, common household spills or the use of improper or non-recommended cleaning solutions or cleaning practices, (ii) subfloor conditions, accidents, or improper use, application, installation, or service of the Product or the overlying flooring, including without limitation, use of the Product with improperly installed flooring, (iii) shipping or handling, (iv) negligence, misuse, alteration, or unauthorized repair, (v) smoke, fire, flood, tornado, hurricane, earthquake, wind, lightning, any other casualty event, frozen or broken pipes, or any damage or event that is covered or ordinarily would be covered by insurance, (vi) rips, tears, stains, or soiling, (vii) any water, mold, or moisture damage, or (viii) damage caused by other circumstances or conditions which could have been prevented or which are not reasonably foreseeable by L&P, or which are caused by structural, geographic, or other factors that impair the function of the Product. This warranty extends only to the Original Purchaser and may not be assigned or transferred. This warranty is not applicable to any Products sold as off-quality, second-quality, used, or sold as discontinued, excess, or discounted inventory or at discounted pricing.

If a flooring manufacture does not honor their warranty due to the installation of Whisper Step underlayment, Leggett & Platt agrees to honor their original warranty, and will pursue all legal paths of retribution under the Magnuson-Moss Act of 1975.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED; PROVIDED, THAT TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW SUCH DISCLAIMER OF ANY PARTICULAR IMPLIED WARRANTY; SUCH WARRANTY IS HEREBY LIMITED TO THE EXPRESS WARRANTY SET FORTH HEREIN AND IS SUBJECT TO THE SAME LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN. IN NO EVENT SHALL L&P BE LIABLE FOR REPLACEMENT OF LAMINATE, ENGINEERED WOOD OR OTHER FLOORING, OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL L&P BE LIABLE FOR DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND REASONABLE LOCAL LABOR COSTS. OTHER THAN THE EXPRESS WARRANTY STATED HEREIN AND ANY IMPLIED WARRANTIES TO THE EXTENT REQUIRED BY LAW, L&P MAKES NO WARRANTIES OF ANY KIND. NO MODIFICATION OF THIS WARRANTY SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF L&P.

To take advantage of this warranty, the Original Purchaser must send timely written notice of any claim, within the Warranty Period, to L&P 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 L&P for approval before removal of the Product at the place of installation. L&P reserves the right to inspect the Product as installed at the place of installation prior to removal. Failure to comply with this warranty shall render the warranty null and void.

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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.