

# Premium Series ACI-125™ Extreme-Density Underlayment Limited Warranty

The Flooring Products Division of Leggett & Platt, Incorporated (“L&P”) is pleased to offer this limited warranty regarding its ACI-125™ underlayment product (“Product”) to the original retail purchaser (“Original Purchaser”) of the Product. Subject to all terms and conditions in this warranty, L&P warrants to the Original Purchaser that the Product at time of purchase will meet L&P manufacturing specifications for the Product. If a breach of this warranty causes the Product to fail during the Warranty Period when properly installed with Tile or Premium Flooring (as hereinafter defined) in wall-to-wall interior flooring applications in areas subject only to normal pedestrian foot traffic, L&P will provide one of the remedies described in this warranty. “Tile or Premium Flooring” means only the following types of flooring, each of which must be in new and original condition, installed properly and at the same time as the Product, and suitable for use with the Product based on applicable specifications and instructions: Ceramic or Porcelain Tile, Luxury Vinyl Tile/Plank, Rigid Composite, WPC, Laminate, Engineered Wood, and Solid Hardwood.

This warranty applies only for the normal and expected useful life of the 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 at its election, only for the affected area, will either replace the Product with new underlayment of like grade or will refund the price paid for the Product by the Original Purchaser. To the extent permitted by applicable law, such remedy shall be the sole and exclusive remedy for any breach of this warranty.

This warranty will not apply if the Product or the Tile or Premium Flooring 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, are not sufficient to adequately support the Tile or Premium Flooring, or are not clean, smooth, flat, hard flooring surface(s); (iii) installation under any flooring other than new and suitable Tile or Premium Flooring subjected only to normal use by pedestrians (i.e., foot traffic only); 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 Tile or Premium Flooring. Neither this warranty nor any warranty provided by law shall apply to stairs and stairways, areas subject to flooding, or areas subject to use or travel by automobiles, forklifts, scissor lifts, golf carts, or any other type of motorized or non-motorized vehicle, equipment, or non-pedestrian traffic (collectively “Excluded Areas”). This warranty applies only to the initial installation under the Tile or Premium Flooring and shall not apply to subsequent installations, remodels, or replacements of flooring (including Tile or Premium Flooring) over the Product. This warranty applies only to full-area installations of the Product such as wall-to-wall installations, and does not apply to applications of the Product in patches or limited-area installations.

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 any of the following: (i) defects, cracking, or other damage caused by structural failure or by improper or inadequate design, preparation, installation, construction, or maintenance of footings, concrete slabs, substrates, subflooring, or other foundations or surfaces on which the Tile or Premium Flooring is installed; (ii) ordinary wear or usage, or improper or inadequate maintenance, cleaning, or care of the Product or the overlying Tile or Premium Flooring, including without limitation, common household spills or the use of improper or non-recommended cleaning solutions or cleaning practices; (iii) subfloor conditions, accidents, or improper use, application, installation, or service of the Product or the overlying Tile or Premium Flooring, including without limitation, use of the Product with improperly installed flooring; (iv) shipping or handling; (v) negligence, misuse, alteration, or unauthorized repair; (vi) 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; (vii) rips, tears, stains, soiling, damage from dropped objects, or the like; (viii) any water, mold, or moisture damage; (ix) failure to comply with L&P’s written instructions or literature regarding the Product, or with applicable building codes, laws and regulations, or standard industry practices as approved by the Tile Council of North America; (x) installation, use, or application in Excluded Areas; or (xi) 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, climate, environmental, 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.

**This warranty does not apply to or protect against cracks, chips, indentations, or other damage or conditions, either to the Product or to the overlying Tile or Premium flooring, if caused by persons other than L&P or by conditions or applications not within the control of L&P. For example, this warranty does not apply to or protect against cracks, chips, indentations, or other damage or conditions caused by or arising from placement of furniture, appliances, or other heavy objects on the overlying Tile or Premium Flooring, or caused by or arising from cracks or defects in the underlying slab or substrate.**

Independent laboratory testing suggests that, in properly designed and installed ceramic porcelain tile flooring applications, the Product, in some cases, may help protect such tile against, or help minimize the effects of, some horizontal cracks up to 1/8 inch in the underlying slab. However, because a variety of conditions and factors may lead to cracks in tile flooring, and because cracks in slabs or substrates may vary in their causes and effects, L&P does not warrant or guarantee that the Product will protect against cracks in the tile or will minimize the effects of cracks in the underlying slab. This warranty does not cover or extend to such situations or to replacement or repair of tile flooring, slabs, or substrates.

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 OR REPAIR OF FLOORING OR SUBSTRATES OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL L&P BE LIABLE FOR DAMAGES THAT EXCEED THE LOWER OF: (i) THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, OR (ii) THE ACTUAL PER-SQUARE-FOOT COST OF THE ORIGINAL INSTALLATION IN THE AFFECTED AREA FOR WHICH L&P ELECTS TO PROVIDE A REFUND OR REPLACEMENT. 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 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.