

“AdvanTech™ Subflooring Assembly” means a subflooring assembly made up of (1) AdvanTech® subflooring panels (2) glued with AdvanTech™ subfloor adhesive (3) over engineered joists or trusses and (4) affixed with Deformed Fasteners. “Deformed Fastener” means: fasteners that do not have a smooth shank. Examples of Deformed Fasteners are ring shank nails, screw-nail combination fasteners (commonly known as “scraills”), or screws. “Product” means AdvanTech™ subfloor adhesive. “Squeak” means: a noise caused solely by the failure of the subfloor adhesive to maintain a bond between the joist and subfloor, which may result in the subfloor panel moving up and down on the fastener, causing an audible noise. All other noises not related to this bond are not included, such as noises occurring between fasteners and the finished hardwood flooring, noises between joists and joist hangers, noises between fasteners and partition walls, or noises due to uneven floor systems.

“Residential Structure” means: a single family home, townhome, or duplex, but not any other multi-family dwelling.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.ADVANTECHSFA.COM AND/OR IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WHO MAY USE THIS WARRANTY?

Huber Engineered Woods LLC (“HEW”) extends this limited warranty only to the United States consumer who originally purchased the Product (as defined above) or one subsequent owner of the Residential Structure incorporating the Product (“You”).

WHAT DOES THIS WARRANTY COVER?

HEW warrants that during the Warranty Period, your AdvanTech™ Subflooring Assembly will not result in any Squeaks. This warranty applies to Product manufactured on or after January 1, 2016 and purchased on or after January 1, 2016 for the usage in residential construction in the U.S..

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage or noise due to: (a) a source other than a Squeak, as defined above; (b) improper transportation, storage, use, handling, installation, or maintenance; (c) failure to follow the Product instructions; (d) alterations to the structure, including without limitation removal and reuse of the AdvanTech® subflooring panels in another structure, after the original installation of AdvanTech subflooring panels; (e) physical forces such as fire, floods, natural disasters and other acts of God; (f) corrosive elements; (g) damages caused by persons other than HEW; (h) termites or other wood destroying organisms, including mold and mildew; or (i) use of AdvanTech® subflooring panels other than as a building subfloor. Manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing, and Urban Development (HUD) are excluded. The AdvanTech™ Subflooring Assembly is not warranted for exterior uses.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of Product manufacture and lasts for ten (10) years (“Warranty Period”). The Warranty Period is not extended if HEW replaces the Product. HEW may change the availability of this limited warranty at its sole discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any breach of this Warranty during the Warranty Period, HEW will, in its sole discretion, either: (a) replace the Product free of charge, or (b) refund the purchase price of such Product, or (c) repair the AdvanTech™ Subflooring Assembly. In any event, irrespective of the remedy selected by HEW, the cost of remedy shall not exceed the lesser of five (5) times the cost of the Product, or a maximum of \$1,000.00 (One Thousand USD).

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call 800.933.9220 during the Warranty Period to obtain step-by-step instructions for requesting warranty service. Claims under the warranty will only be honored if: (1) HEW is notified in writing within 30 days after discovery of the condition covered by the warranty, (2) You can provide reasonable evidence of the use of an AdvanTech™ Subflooring Assembly (via receipts, statement from the builder, etc.), and (3) HEW is given a reasonable opportunity to evaluate the problem and inspect the AdvanTech™ Subflooring Assembly prior to any alteration, change or repair.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND HEW'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. HEW SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

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. HEW SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED HEW LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

HEW's RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPLACEMENT OR REFUND AS DESCRIBED ABOVE IN THIS WARRANTY STATEMENT.