FOR THE COMMERCIAL BUILDER AND CONTRACTOR:

Huber Engineered Woods (HEW) LLC warrants that its AdvanTech flooring and sheathing panels will not delaminate nor require sanding due to moisture absorption during installation.*

FOR THE COMMERCIAL PROPERTY OWNER:

The AdvanTech flooring and sheathing panels are guaranteed to be free of manufacturing defects during the lifetime of the Commercial Property in which they have been originally installed.*

Warranty: Subject to the conditions, exclusions, and limitations detailed below, HEW warrants to the Commercial Property owner and any subsequent owner of the Commercial Property, as the “Commercial Property Owner,” that its AdvanTech flooring and sheathing panels will not delaminate nor require sanding due to moisture absorption during installation, provided installation is within 500 days of purchase and the AdvanTech product has been properly used, stored, handled, installed and maintained.3

HEW warrants to the Commercial Property owner that, once installed, AdvanTech flooring and sheathing panels will be free from manufacturing defects during the lifetime of the Commercial Property. This limited warranty is non-transferable.

This warranty is only applicable to United States and Canadian customers and for U.S. and Canadian usage. 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, and (2) HEW is given a reasonable opportunity to evaluate the problem and inspect the warranted product prior to any alteration, change or repair.

This warranty applies to AdvanTech flooring and sheathing panels manufactured on or after January 1, 2012 and purchased on or after May 1, 2013.

Commercial Property: To qualify for these warranties, the products must be installed on a building or buildings within the United States or Canada which is/are (a) not covered by the residential property warranty for AdvanTech products; and (b) not excluded by applicable HEW application and installation manuals. Commercial Property includes all buildings meeting the above criteria which are part of the same development or project.

Exclusive Remedies: During proper installation, if delamination occurs or sanding is required due to moisture absorption, HEW will, at its sole discretion, repair or replace the defective panels, reimburse the commercial builder or contractor for the reasonable cost of sanding any AdvanTech panels that require sanding due to moisture absorption, or refund the purchase price paid by the Builder or Contractor (as evidenced by the original invoice).

If manufacturing defects are found after installation, HEW will, at its sole discretion, repair or replace the defective panels or refund the purchase price paid for the defective panels by the builder or contractor. The Commercial Property owner must give HEW a reasonable opportunity to inspect and repair the property. The Commercial Property owner must, at its expense and risk, remove and replace any building components which cover or otherwise limit access to the AdvanTech products. In the event that HEW elects to replace the AdvanTech products, the Commercial Property owner must, at its expense and risk, install the replacement AdvanTech products. In no event will HEW be liable for any amount in excess of the lesser of (i) 10 times the purchase price for the defective panels or (ii) $500,000 for the entire Commercial Property.

Exclusions from the Warranty: This warranty does not cover damage, claims, moisture absorption or defects in the product including delamination, warping, cracking or splitting due to: misuse or improper handling, secondary treatments, storage, transport, installation or maintenance; alterations to the structure, including removal and reuse in another structure, after the original installation of AdvanTech panels; physical forces such as fire, floods, natural disasters and other acts of God, corrosive elements; damages caused by persons other than HEW, termites or other woods destroying organisms, including mold and mildew; or use of the panels other than as a building subfloor or sheathing. Manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development (HUD) are excluded. AdvanTech panels are not warranted for exterior uses.

Non-Transferability: These warranties are for the sole benefit of the original Commercial Property owner and are not transferable to subsequent owners or to any other persons or entities. These warranties are voided by sale from the original owner to any subsequent owner of the Commercial Property at which the AdvanTech panels were installed.

Exclusion of other Warranties, Express or Implied: Other than the express warranties granted in this document, the products are sold “as is” and “with all faults.” THE WARRANTIES AND REMEDIES NOTED ABOVE APPLY TO THE ORIGINAL COMMERCIAL BUILDER OR CONTRACTOR AND/OR ORIGINAL COMMERCIAL PROPERTY OWNER ONLY AND ARE THE SOLE AND EXCLUSIVE REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND, WHERE NOT PERMITTED TO BE DISCLAIMED, ARE EXPRESSLY LIMITED TO THE SAME PERIOD OF TIME AS THE WARRANTIES DESCRIBED ABOVE. HEW WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGE REGARDLESS OF THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.4

CUSTOMER SUPPORT: If you experience problems with your AdvanTech flooring or sheathing, call us at 1.800.933.9220 before addressing the problem and a HEW representative will evaluate the problem.

*Limitations and Restrictions Apply
1. Delamination is defined as a visible separation of layers within the panel that would normally be adhered by the use of adhesives and/or resins during the manufacturing process, and that results in reduction of the panel’s structural properties. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking or cosmetic imperfections do not qualify as delamination.
2. See details of warranties and exclusions outlined herein.
3. Proper installation shall be deemed to mean the most restrictive of the requirements specified by Huber Engineered Woods, local building code provision, the model building code adopted by the local jurisdiction, the government agency having jurisdiction or the engineer or architect of record.
4. These exclusions may not apply where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, and some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations or exclusions may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding exclusion or limitation may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

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