



ADVANTECH® PANEL LIMITED WARRANTY*

2-Layer Floating Subfloor Applications

The installation of AdvanTech® panels in a 2-layer floating subfloor (or floated subfloor system) application entitles the commercial builder, contractor and property owner to the following warranties.

Warranty: Subject to the conditions, exclusions, and limitations detailed below, Huber Engineered Woods LLC (HEW) warrants to the commercial builder, contractor and property owner that its AdvanTech flooring and sheathing panels will not delaminate¹ provided the AdvanTech product has been properly used, stored, handled, installed and maintained.² This warranty applies for the lifetime of the building containing the floating subfloor and is for the benefit of and extends to the commercial builder or contractor and the property owner at the time of installation ("Original Owner"), and to the first purchaser from the Original Owner, provided that the first purchaser from the Original Owner has completed such purchase within five (5) years after completion of the property construction.

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, 2014 and purchased on or after May 1, 2014.

2-Layer Floating Subfloor: For purposes of this warranty, "floating subfloor" is defined as AdvanTech panels installed in a two-layer assembly over a concrete floor slab, with the top layer oriented at a 45° or 90° angle to the bottom layer and the top layer fastened to the bottom layer but neither layer fastened to the concrete floor. A "two layered assembly" can be composed of two layers of AdvanTech panels or one layer of AdvanTech panels combined with one layer of plywood. (For purposes of this warranty, either AdvanTech flooring panels or AdvanTech sheathing panels may be used in a floating floor application).

Exclusive Remedies: If delamination is found to have occurred within the warranty period, HEW will, at its sole discretion, either (i) pay for the reasonable cost to repair or replace the defective panels, or (ii) refund the purchase price paid for the defective panels. The property owner must give HEW a reasonable opportunity to inspect the property. The builder, contractor, or 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 builder, contractor, or property owner, as the case may be, must, at its expense and risk, install the replacement AdvanTech products.

Exclusions from the Warranty: This warranty does not cover (i) delamination, warping, cracking or splitting due to misuse or improper use, including improper handling, secondary treatments, storage, transport, installation or maintenance; (ii) alterations to the structure, including removal and reuse in another structure after the original installation of AdvanTech panels; (iii) physical forces such as fire, floods, earthquakes, natural disasters and other acts of God; (iv) corrosive elements; (v) damage caused by persons other than HEW; (vi) termites or other wood destroying organisms, including mold and mildew; (vii) water, moisture, water accumulations, or other effects or conditions caused by frozen or broken pipes or conduits, overflowing appliances, owner negligence or neglect, or other causes; or (viii) use of the panels other than as a floating 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. AdvanTech panels are not warranted for exterior uses.

Transferability: This warranty extends to and is for the benefit of the original commercial builder or contractor, the Original Owner, and the first purchaser from the Original Owner, provided that the first purchaser from the Original Owner has completed such purchase within five (5) years after completion of the property construction. Except as provided herein, this warranty is not transferable.

Exclusion of other Warranties, Express or Implied; Limitation of Liability: 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, THE ORIGINAL COMMERCIAL PROPERTY OWNER, AND THE FIRST PURCHASER FROM THE ORIGINAL OWNER (PROVIDED THAT THE FIRST PURCHASER FROM THE ORIGINAL OWNER HAS COMPLETED SUCH PURCHASE WITHIN FIVE (5) YEARS AFTER COMPLETION OF THE PROPERTY CONSTRUCTION) DURING THE WARRANTY PERIOD 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.³ IN NO EVENT SHALL HEW'S LIABILITY UNDER THIS WARRANTY EXCEED \$500,000 FOR ANY SINGLE BUILDING OR FOR ALL BUILDINGS IN A SINGLE DEVELOPMENT PROJECT.

CUSTOMER SUPPORT: If you experience problems with your AdvanTech subflooring, 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. Proper installation shall be deemed to mean the most restrictive of the requirements specified by Huber Engineered Woods, the National Wood Flooring Association, 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.
3. These exclusions may not apply where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, and some jurisdictions do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations or exclusions may not apply to you. Some jurisdictions 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 by jurisdiction.