



WhisperWalk LVT Acoustical Underlayment Limited Warranty

Jona Panel Sales Incorporated (Jona Panels) is pleased to offer this limited warranty to the original retail purchaser ("Original Purchaser") of Whisper Walk LVT Acoustical underlayment product ("Product"). Subject to all terms and conditions in this warranty, Jona Panels 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/Resilient Flooring (as herein after defined) for interior, wall-to-wall applications, but only to the extent such defects were caused by Jona Panels. "LVT/Resilient 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 or similarly resilient equivalent of luxury vinyl tile such as rigid composite, laminate, engineered wood, or floating hardwood. LVT/Resilient 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 tile or other tile flooring.

This warranty applies only for the normal and expected useful life of the LVT/Resilient Flooring under which the Product was originally installed (the "Warranty Period"). This warranty is valid only provided that written notification of a defect, as well as a copy of the original receipt for the defective Product, is received by Jona Panels from Original Purchaser within thirty (30) days of identification of the defect, and within the Warranty Period. Jona Panels reserves the right to inspect the Product and its installation. The Original Purchaser providing Jona Panels with access to the premises at which the Product is installed shall be a condition to any claim hereunder. If Jona Panels determines that a defect in the Product is covered by this limited warranty, it will, at its expense and as its sole and exclusive obligation for breach of this limited warranty, and Purchaser's sole and exclusive remedy, i) replace defective Product, and ii) repair or replace all areas of primary flooring damaged by the defect in the Product as determined by Jona Panels, up to a maximum amount of \$5.00/sq. ft. of damaged flooring, inclusive of labour costs. If Jona Panels determines that an alleged defect in the Product is not covered by this limited warranty, it shall not have any obligation to repair or replace the Product or any primary flooring and Original Purchaser shall pay all costs incurred in connection with the examination of the Product including, without limitation, any travel and/or shipping costs.

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, 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 Jona Panels, or which are caused by structural, geographic, or other factors that impair the function of the Product. 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.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER WARRANTIES, EXPRESSED 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 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 JONA PANELS BE LIABLE FOR REPLACEMENT OF LAMINATE, ENGINEERED WOOD OR OTHER FLOORING, OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN NO EVENT SHALL JONA PANELS BE LIABLE FOR DAMAGES IN THE EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND REASONABLE LOCAL LABOUR COSTS. OTHER THAN THE EXPRESS WARRANTY STATED HEREIN AND ANY IMPLIED WARRANTIES TO THE EXTENT REQUIRED BY LAW, JONA PANELS MAKES NO WARRANTIES OF ANY KIND. NO MODIFICATION OF THIS WARRANTY SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF JONA PANELS.

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This warranty supersedes all previous warranties, if any.
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