

SONOPAN X®

10 Years Limited Warranty

By

MSL

Matériaux Spécialisés Louiseville Inc. (hereinafter referred to as "**MSL Inc.**") warrants **SONOpan X** to be free of defects in manufacturing, materials, and workmanship when used for its intended purpose and when installed at a location and in a manner that complies with this warranty.

SONOpan X has been designed to fulfill the general requirements of an underlayment for application beneath vinyl plank (which a minimum thickness of at least 5mm), laminate, engineered, and hardwood floor coverings (hereinafter collectively referred to as the "**Floor Coverings**") used in normal household and light commercial conditions. This warranty cannot be transferred and applies only to SONOpan X that has installed under the Floor Coverings only. The Repair, replacement, or reimbursement of the affected SONOpan X and/or the Floor Coverings is at the sole discretion of MSL Inc. and requires the original SONOpan X and/or the Floor Coverings installation receipt for proof of purchase and warranty holder identity. Furthermore, this warranty can be denied in full if SONOpan X and/or the Floor Coverings are not installed by a qualified professional installer, as determined by MSL Inc. in its sole discretion. Each party must act in good faith and reasonably regarding any claim pursuant to this warranty. Each party must also comply with this warranty in its entirety or this warranty shall be considered null and void. There are no other remedy resulting from this warranty, unless as expressed herein.

MSL Inc. guarantees the performance of SONOpan X under the Floor Coverings for a period equal to the warranted life of the Floor Coverings, not exceeding 10 years from the date of purchase of Sonopan X. If SONOpan X is determined to be liable for damage to the Floor Coverings, MSL Inc. will cover the repair or replacement of the damaged floor covering material exclusively in order to cover the damaged area. If SONOpan X and/or the Floor Coverings cannot be repaired or replaced with suitable materials, reimbursement of the damaged SONOpan X material and/or the Floor Coverings material may be made by MSL Inc. in its sole discretion. Note that such reimbursement in any case shall not exceed the original purchase price paid by the claimant.

Claims covered by this warranty are limited to claims for the repair or replacement of the affected SONOpan X material. All costs of installation, removal, and/or disposal of damaged or defective SONOpan X and/or the Floor Coverings and all costs associated with moving or replacing furniture, equipment, baseboards/quarter round, or similar items are specifically excluded from the warranty.

This warranty excludes damages resulting from heat, smoke, water, moisture, chemicals (toxic or non-toxic), molds, odors, defects in the Floor Coverings or subfloor and any changes in appearance caused by the unintended use or improper installation of SONOpan X or the Floor Coverings. This warranty does not cover any defects or damages relating to the components used with SONOpan X, including but not limited to the nails, glues, mortars, radiant systems (whether electrical or non-electrical), or other soiling, improper maintenance or cleaning of SONOpan X or the Floor Coverings, the moving of heavy objects over the floors and the unusual occurrences which affect SONOpan X or the Floor Coverings.

No coverage for damage or loss, in whole or in part, shall be provided under this warranty resulting from the following factors: (a) failure of the Floor Coverings under which SONOpan X is installed, (b) improper installation of SONOpan X or of the Floor Coverings, (c) inadequate floor inspection or preparation, (d) damage caused by water, fire, natural disaster, owner negligence and/or neglect on the part of any person, (e) mishandling and/or improper maintenance of SONOpan X or the Floor Coverings before, during and/or after installation, (f) areas of unusually

high foot traffic, or any commercial or multi-family applications, (g) subfloor vapor emissions and/or pH levels in excess of the Floor Coverings manufacturers' specifications, or (h) relocated from the original installation location.

In order for a claim made under this warranty to be applied, the original purchaser must send written notice of any claim to MSL Inc. within the warranty period at the address listed below in due course.

MSL Inc.
161, rue St-Paul, C.P. 38
Louiseville (Québec)
Canada J5V 2L6
info@sonopan.com
1-800-561-4279

The written notice sent by the claimant must describe the issue, the product and defect of as well include a copy of the original purchase receipt(s). All warranty claims must be approved by MSL Inc. before removal of SONOpan X at the place of installation. MSL Inc. reserves its right to inspect SONOpan X at the place of installation prior to removal and shall be permitted to take samples of the affected SONOpan X and the Floor Coverings area for laboratory testing, at no cost for MSL Inc..

Except for this express warranty outlined herein, MSL Inc. makes no warranty whatsoever with respect to SONOpan X, including any warranty or condition of fitness for a particular purpose, whether express or implied and whether arising by law, course of dealing, course of performance, usage of trade or otherwise.

MSL Inc. will also not be liable for special, incidental, indirect, exemplary, punitive or consequential damages resulting from defects or failures in SONOpan X or the Floor Coverings, or as a result of the installation, use, repair, removal, replacement, or reinstallation of SONOpan X or the Floor Coverings, whether arising out of breach of contractual obligations, extra-contractual obligations (including negligence), loss of time, any other theory of liability, or otherwise, regardless of whether such damages were foreseeable or not, and whether or not MSL inc. was advised of the possibility of such damages, unless otherwise provided under applicable law. MSL Inc.'s total liability arising out of or related to the purchase or use of SONOpan X shall not exceed the amount that the original purchaser paid for such SONOpan X.