



10-YEAR SQUEAK-FREE LIMITED WARRANTY ON ADVANTECH™ SUBFLOOR ASSEMBLY

Revised 9/10/2021

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1. Definitions

For purposes of this limited warranty (this “warranty”), the following definitions are used:

“HEW” means Huber Engineered Woods LLC.

“Product” means AdvanTech™ Subfloor Adhesive.

“Warranty Period” means 10 years starting from the date of manufacture of the Product.

“AdvanTech Subfloor Assembly” means a subfloor assembly the components of which are properly installed, and which assembly is made up of (i) AdvanTech® subfloor panels (ii) glued with AdvanTech™ Subfloor Adhesive (iii) over engineered joists or trusses and (iv) affixed with Deformed Fasteners.

“Deformed Fastener” means a fastener that does not have a smooth shank. Examples of Deformed Fasteners are ring shank nails, screw-nail combination fasteners, or screws.

“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 flooring (including hardwood finished flooring), noises between joists and joist hangers, noises between fasteners and partition walls, or noises due to uneven floor systems.

“Residential Structure” means (i) a one- or two- family dwelling or structure, including townhomes, permitted under the International Residential Code (as it may be updated or amended from time to time) or governing residential code, and (ii) located in the United States. No other multi-family or other dwellings are covered by this warranty.

“User” or “you” means either the consumer who purchased and installed the Product on a Residential Structure or the Original Homeowner.

“Original Homeowner” means the original owner of the Residential Structure incorporating the Product.

“Proper installation”, “properly installed” or terms of similar import mean products installed in accordance with the most restrictive of the requirements of (i) the application and installation instructions and guidance specified by HEW (or for third-party products, the manufacturer of such products), (ii) local building code applicable at the time of construction, (iii) the government agency having jurisdiction or (iv) the engineer or architect of record. Products that have not been installed in accordance with the preceding sentence shall be considered improperly installed.

2. Who is covered by this warranty and for how long?

HEW extends the warranty set forth in Section 4 to Users for the Warranty Period.

3. Is this warranty transferable?

This warranty is for the sole benefit of the User, is not transferable and terminates upon transfer of the Residential Structure by the Original Homeowner.

SALES OFFICE

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4. What is covered by this warranty?

HEW warrants to Users that during the Warranty Period, the AdvanTech Subfloor Assembly installed as part of the original Residential Structure will not produce any Squeaks. This warranty applies to Product manufactured on or after October 4, 2021.

5. What is *not* covered by this warranty?

This warranty does not cover any damage or noise due to:

- (a) a source other than a Squeak;
- (b) improper transportation, storage, use, handling, installation, or maintenance of materials, including, without limitation, failure to follow the Product or other AdvanTech Subfloor Assembly components' installation instructions, the installation of products that are beyond their shelf life, or the use of AdvanTech® panels that have been exposed without a finished floor covering for greater than 500 days from the date of purchase of the panels;
- (c) alterations to the structure, including without limitation removal and reuse of the AdvanTech Subfloor Assembly, or any component thereof, in another structure after the original installation thereof or the alteration of any component of the AdvanTech Subfloor Assembly, including, but not limited to the application of chemical treatments, coatings or films;
- (d) failure of or damage to the finished floor or additional flooring layers beyond the Advantech Subfloor Assembly, or the removal, replacement or repair thereof;
- (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) use of the Product or AdvanTech® panels in any exterior or outdoor application, including, without limitation, decks, exterior walkways, balconies, or sheds;
- (i) termites or other wood destroying organisms, including mold and mildew; or
- (j) use of any AdvanTech Subfloor Assembly products other than as components in a building subfloor assembly.

This warranty also does not cover manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development (or any conditions related thereto). This warranty supersedes any previous warranties offered for this Product.

6. 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 giving rise to the failure to comply with this warranty, (b) refund the purchase price of such Product, or (c) repair the AdvanTech Subfloor Assembly. In any event, irrespective of the remedy selected by HEW, the cost of the remedy shall not exceed the lesser of five times (5x) the cost of the Product giving rise to the failure to comply with this warranty, or a maximum of \$1,000.00 (One Thousand USD).

The Warranty Period is not extended if HEW replaces the Product or repairs the AdvanTech Subfloor Assembly. HEW may change the availability of this warranty at its sole discretion, but any changes will not be retroactive.

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7. How do you obtain warranty service?

In order to obtain service under this warranty, the User must provide written notice of a warranty claim to HEW at the address provided below, no later than 30 days after discovery of the condition giving rise to a claim. The User must give HEW a reasonable opportunity to evaluate the problem and inspect the AdvanTech Subfloor Assembly prior to any alteration, change or repair and provide an original invoice evidencing the purchase and use of an AdvanTech Subfloor Assembly. The User must, at their own expense and risk, remove and replace any building components that cover or otherwise limit access to the HEW products. In the event that HEW elects to replace the HEW products, the User must, at their own expense and risk, install the replacement HEW products. The User shall be solely responsible for selecting contractors to perform any repair or replacement work approved by HEW in accordance with the terms of this warranty, and HEW shall only be required to reimburse the User for the reasonable cost thereof.

8. DISCLAIMER OF OTHER WARRANTIES AND LIMITATIONS OF LIABILITY

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS ARE SOLD “AS IS.” THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND HEW’S ENTIRE LIABILITY FOR DEFECTS IN OR FAILURES OF THE PRODUCTS OR ANY BREACH OF THIS WARRANTY. HEW SHALL NOT UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PROPERTY VALUE OR LOSS OF USE OF PROPERTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. OTHER THAN THE WARRANTIES SET FORTH HEREIN, HEW SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, 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 WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.

9. Contact Us

For copies of this warranty or of the applicable HEW application and installation instructions and guidance, or if you have any questions, please contact HEW at the address, phone number or website indicated below. Please include the approximate date of construction of the Residential Structure.

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