

CIKELPLY

1- Limited 25-Year Warranty

A. Manufacturing Warranty

Cikel America LLC warrants the original buyer of the Cikelply Underlayment panels ("Purchaser") will be manufactured to the following standards:

- Sizes: 48" wide x 96" long; $\pm 1/32$ " per side;
- Thickness: 1/4" panels calibrated to $\pm 1/12$ ";
- Squareness: To within 1/32" on the diagonal;
- Construction: 3 plies, with no core overlaps and no delaminated areas; Glue: Exterior grade, Type 1 phenolic glue.
- Face Grade: Sanded B grade with no open knots or other defects; open knots will be plugged with solid hardwood veneer and sanded.
- Purchaser shall inspect the Cikelply panels before installation. Installation of any Cikelply panels shall operate as acceptance in their installed condition.

B. Warranty of Use

Cikel America LLC warrants to the first owner of the building into which the Cikelply panels are installed ("Owner") for a period of 25 years when correctly installed and handled in accordance with these instructions that under normal use Cikelply panels:

- Will hold sheet ceramic tile, carpet, sheet vinyl, vinyl tile, wood flooring and laminates firmly in place when such floor covering is installed in accordance to the installation instructions of the flooring covering manufacturer.
- Will provide a suitable subsurface for the installation of the following decorative flooring materials: ceramic tile, carpet, sheet vinyl, vinyl tile, wood flooring and laminates;
- Will not delaminate, buckle or warp;
- When fastened, will not split or crack; and;
- Will not cause discoloration or staining of the floor coverings.

Limitations and Exclusions

Cikel America LLC's Limited Warranty does not cover defects and damages derived from:

- Damage, abuse or misuse of the Cikelply Underlayment panels prior or after the purchase;
- Any condition resulting from other than ordinary wear and usage;
- Poor or improper installation
- Use under heavy appliances or furniture, athletic equipment or other heavy weight loads; and
- Ruptures, tears or any other defect in the decorative floor covering; and;
- Any condition resulting from faults in the construction of the building, faulty plumbing, standing or evaporating moisture, fires, floods, or other disasters.
- When properly installed and in a suitable environment, Cikelply hardwood underlayment panels will not contribute to telegraphing of seams through floor

coverings. Seam telegraphing of vinyl floors is not covered unless the Cikelply Underlayment panels have failed to comply with the Warranty of Use.

Duration

- The Manufacturing Warranty is valid only before Buyer installs the Cikelply Underlayment Panels. All claims for any breach of the Manufacturing Warranty shall terminate upon installation of the Cikelply Underlayment panels.
- The Warranty of Use is valid for as long as Owner owns the building in which Cikelply Underlayment panels are installed and only for the first flooring applying over the Multiply Underlayment panels. The Use Warranty is not valid in the event of any reuse of the Multiply Underlayment panels.
- Exclusions and Disclaimer of Certain Warranties. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THIS LIMITED 25-YEAR WARRANTY. CIKEL AMERICA LLC EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

How to Make a Warranty Claim

- A. **Manufacturing Warranty Claim.** The buyer must submit written notice as specified below of a Manufacturing Warranty Claim within 30 days after purchase and BEFORE installation. Cikel then shall have 30 days after receipt of such notice to inspect and verify the Cikelply Underlayment panels prior to installation, any alteration, change, or repair by Buyer.
- B. **Warranty of Use Claim.** Owner must submit written notice as specified below of a Use Warranty Claim not later than one year after Owner has reason to know that the Multiply Underlayment panels have failed to comply with the Use Warranty. Cikel shall have 30 days after receipt of such notice to inspect and verify the Multiply Underlayment panels prior to any alteration, change, or repair by Owner.
- C. **Notice.** Written notice of a warranty claim shall be sent to the following address:

Cikel America LLC
2601 Gateway Drive – Suite B
Pompano Beach, FL - 33069

The written notice must provide full information such as the date and location of purchase, the date and location of installation (whenever applicable), full description of the problem, and data such as name, address and contact telephone number of the person writing the claim.

Remedies

In the case of a breach of this Limited Warranty, Cikel America LLC at its sole option may:

- Replace the defective Cikelply Underlayment panels;

- Refund the purchase price of the defective Multiply Underlayment panels; or;
- Reimburse Owner the reasonable cost (including installation cost, if any) for the affected floor covering.

This Limited Warranty gives you specific legal rights, and you may also have rights which vary from State to State.

LIMITATIONS OF REMEDIES. CIKEL AMERICA LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL DAMAGES EXCEPT AS SPECIFICALLY LISTED ABOVE, AND SHALL NOT BE LIABLE IN ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS OF ANY KIND RESULTING FROM OR ARISING IN ANY WAY FROM ANY BREACH OF THIS LIMITED WARRANTY.

Arbitration

Any and all claims arising under this Limited Warranty or otherwise out of the purchase or use of the Cikely Underlayment panels shall be subject to mandatory, binding arbitration under the authority of the American Arbitration Association.