



Richmond Plywood Corporation Limited

RICHFLOR™ **UNDERLAYMENT 50-YEAR LIMITED WARRANTY**

Warranty Coverage

Subject to the limitations and exclusions set out herein, Richmond Plywood Corporation Limited ("Richply") warrants to the purchaser ("Purchaser") or the builder ("Builder") that RICHFLOR UNDERLAYMENT is: (i) manufactured to perform as a non-structural underlayment for use under decorative floor coverings (sheet vinyl, vinyl tile, ceramic tile, carpet, hardwood, and laminate wood flooring) in residential or non-rated commercial applications; and (ii) for a period of 50 years from the date of manufacture, or the lifetime of the original floor, whichever is less, when properly stored, handled, installed¹, and maintained provided installation was within 180 days from the date of purchase (as evidenced by the purchase invoice):

- (i) will provide a suitable intermediary surface for decorative floor coverings when installed in accordance with both the floor covering and adhesive manufacturer's instructions;
- (ii) will not delaminate²;
- (iii) will not bleed or discolour³; and
- (iv) will resist core void punctures⁴.

RICHFLOR UNDERLAYMENT is not suitable for direct exposure to the weather or for use in wet applications. This Limited Warranty: (i) is non-transferable; (ii) applies only to RICHFLOR UNDERLAYMENT manufactured after July 1, 2020; (iii) supersedes any warranty issued prior to that date and otherwise applicable; and (iv) applies only to RICHFLOR UNDERLAYMENT purchased and installed in North America.

Limited and Exclusive Remedy

If any RICHFLOR UNDERLAYMENT panels should fail to meet the above conditions, Richply will, at its sole option, offer either of the following exclusive remedies:

- (i) repair or replace the allegedly defective RICHFLOR UNDERLAYMENT; or
- (ii) refund or credit an amount equal to the original price paid by the Purchaser (as evidenced by the purchase invoice) for the defective RICHFLOR UNDERLAYMENT;

Notwithstanding which remedy Richply elects to offer, Richply may also, at its sole discretion, reimburse the reasonable cost, including installation costs, of the underlayment, adhesive and floor covering affected (as evidenced by appropriate documentation) as a direct result of the defective RICHFLOR UNDERLAYMENT. Richply's total liability for any such claim will not exceed three (3) times the original purchase price of the RICHFLOR UNDERLAYMENT panels.

Reporting Claims

A warranty claim will only be considered by Richply if: (i) Richply is provided written notification of the claim within 30 days after the defect is first discovered; (ii) a Richply representative, or a professional designated by Richply, is given reasonable opportunity to inspect the warranted RICHFLOR UNDERLAYMENT prior to any repair, replacement, or alteration; and (iii) all documentation has been submitted to Richply within 60 days after the claim is first reported. Upon request, Richply must be provided reasonable proof of product identification in the form of a RICHFLOR UNDERLAYMENT sample, a photograph, or a dated receipt. Written notification must be given by email to Richply, at the address provided below.

Exclusions from Warranty

This Limited Warranty applies only to underlayment that has been installed using exclusively RICHFLOR UNDERLAYMENT and on properly installed and maintained structural subflooring. This Limited Warranty does not apply to: (i) seam telegraphing⁵; (ii) exterior applications of RICHFLOR UNDERLAYMENT; or (iii) damage or defects in the RICHFLOR UNDERLAYMENT including delamination, bleed through or discolouration of floor covering, core void breakthrough, warping, cracking, or splitting due to or arising from:

- (i) use of RICHFLOR UNDERLAYMENT other than as intended;
- (ii) non-compliance with building codes, poor workmanship or product modifications, foundation distortion or failure, faulty construction, faulty plumbing, or improper installation of floor covering or adhesives;
- (iii) misuse or improper handling, storage, transport, application, installation, or maintenance;
- (iv) alterations to the structure after installation of RICHFLOR UNDERLAYMENT or removal of the original floor coverings;
- (v) surface impacts, or excessive surface weight from heavy objects, causing floor covering or panel indentation;
- (vi) moisture absorption caused by floods, standing water, repeated wettings, or other exposure to high moisture environments;
- (vii) acts of God or severe weather including rain, flood, tornado, hurricane, earthquake, hail, or similar natural disaster;
- (viii) corrosive elements, mold, mildew, fungi, decay, termites, or other wood-destroying organisms; or
- (ix) damage caused by persons other than Richply.

Exclusions of Other Warranties, Express or Implied

Other than the Exclusive Remedies granted in this Limited Warranty, RICHFLOR UNDERLAYMENT is sold "as is" and "with all faults". The warranty and remedies provided apply to the original Purchaser and/or Builder only, and are the sole and exclusive remedies except as otherwise required by law, and are in lieu of and exclude all other warranties, express or implied, including but not limited to statutory or other conditions and warranties of merchantability or fitness for a particular purpose. Richply will not be liable for any special, indirect, incidental, consequential or punitive damages, including without limitation, lost profits, loss of use or any other type of damages regardless of the theory under which such damages are sought.

Other Rights

This Limited Warranty confers specific legal rights. The Purchaser and/or Builder may have other rights under applicable law, which vary from jurisdiction to jurisdiction. This Limited Warranty does not affect such rights.

Governing Law and Attornment

This Limited Warranty is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Richply and the Purchaser or Builder shall each attorn to the jurisdiction of the courts of the Province of British Columbia with respect to any dispute arising under this Limited Warranty.

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- 1 Proper installation in accordance with the most restrictive of the following at the date of installation: (i) the requirements specified by Richply; (ii) the building code of the local jurisdiction; (iii) the requirements of the floor covering and adhesive manufacturers; or (iv) the requirements of the engineer or architect of record.
 - 2 "Delaminate" means a visible separation between plies. Normal wood characteristics, such as checking, leafing, splitting, and broken grain, are not to be construed as delamination.
 - 3 "Bleed or Discolour" means an unwanted change in the surface colour of the interior vinyl floor covering caused from any natural chemical in the wood veneer, resins used to bond them, or any coating applied to the surface by Richply. This does not include bleaching, fading, yellowing, or other discolouration caused by ultraviolet exposure.
 - 4 "Core Void Punctures" means a perforation of the floor covering and face veneer during normal use due to a void in the second veneer (core) layer immediately adjacent to the face layer.
 - 5 "Seam Telegraphing" means the appearance of a line, bump, or indentation on the interior vinyl floor covering directly above the point of intersection of two plywood panels caused by improper installation.
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Richply reserves the right to update, change, modify or otherwise revise this publication without notice. The current and official product warranty is posted on the Richply website at www.Richply.com and supersedes any other warranty expressed or implied.



Richmond Plywood Corporation Limited

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Quality Plywood Since 1956