



WARRANTY

LIMITED WARRANTY

WARMBOARD®

RADIANT SUBFLOOR HEATING PANELS

Warmboard warrants, subject to the conditions and limitations below, that its subfloor radiant heating panels (hereinafter collectively referred to as “Panels”) shall be free from all material defects in material and workmanship in the manufacturing process for the normal life of the structure or work of improvement into which they are initially installed. Should Panels be proven to be defective within the normal life of the structure or work of improvement into which they are initially installed, Warmboard, in its sole discretion and at its sole option, shall either

1) repair or replace the defective Panels, including reasonable labor costs; or

2) refund the original cost of such defective Panels. Texture and color variations do not constitute defects. To comply with this limited warranty, it is the consumer’s responsibility to properly care for the Panels (as applicable) to protect against excessive moisture. In no event shall Warmboard pay for any incidental or consequential costs or damages.

This Warranty extends only to Panels that bear APA- The Engineered Wood Association rating stamp, which certifies that such Panels are on grade.

Warmboard disclaims all responsibility for:

1) Panels that have been damaged by misuse, abuse, accident or mishandling;

2) Panels that have been remanufactured;

3) failure to follow the Handling, Installation or Finishing Instructions (available from the manufacturer) pertaining to the Panels;

4) Panels that are not adequately attached, per the approved methods of attachment (available from the manufacturer);

5) damage caused by fire, flood, act of God, earthquake, storm, tornado, or any other cause beyond the control of the Company;

6) Panels that are not stamped with the rating certification of APA, or

7) Panels sold or installed outside the United States or Canada.

Panels to which any of the above disclaimers apply are sold “as is” without any warranties, express or implied.

This Warranty sets forth Warmboard’s maximum liability for its Panels. Warmboard makes no other warranty, expressed or implied, except as is set forth above. No distributor,

dealer or Warmboard Representative has the authority to change or modify this Warranty, either orally or in writing, in any respect. In no instance shall Warmboard be responsible for indirect, consequential or incidental damages. Some states do not allow the exclusion or limitation of implied warranties or of incidental or consequential damages, so the limitation or exclusion may not apply to you. In such case, the duration of any implied warranty shall be the same as that of the expressed warranty stated herein.

Claims under this Warranty must be made in writing within the normal life of the structure or work of improvement into which they are initially installed and prior to beginning any repair work to:

Warmboard

Attn: Warranty Claims

8035 Soquel Dr. Suite 41-A
Aptos, California 95003-3948

Claims should detail the original date of purchase, purchase price, nature of the problem and the name, address and telephone number of the person making the warranty claim. Warmboard reserves the right to inspect any Panels which are the subject of a warranty claim.