

# Ultimate RB Silent-Tread™ Acoustical Underlayment

## *Limited Warranty*

- 1.0 Ultimate RB's Silent-Tread™ Acoustical Underlayment is guaranteed to be free of manufacturing defects in material and workmanship for 20 years ("Warranty Period"). If there are defects in material and workmanship during the Warranty Period, Ultimate RB will replace or repair the mats, as described herein, at no cost to the owner/end-user. Should defects in material or workmanship be found, it is the owner's responsibility to contact Ultimate RB through the point of purchase or directly, as described below. This warranty does not cover dissatisfaction or problems or other damage to the materials due to or as a result of:
- improper installation and/or improper maintenance, or usage not approved by Ultimate RB;
  - use of harsh and acidic chemicals and/or abrasive chemicals;
  - water spotting, petroleum adhesives or floor sealants or abuse;
  - wear or product degradation expected from the use or environment of installation;
  - chewing, clawing or other animal destruction;
  - exposure to chlorine, solvents, acids, or other harmful chemicals; or
  - acts of negligence, misuse, or willful or accidental external influences including, but not limited to, vandalism, riot, or acts of war or terrorism.
- \*\*\* Proof of Purchase is Required \*\*\***
- 1.1 The warranty is limited to the repair or replacement of products of Ultimate RB which are shown to be defective. The owner/end-user agrees not to advance any claim for any other measure of damage or loss. Ultimate RB shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs.
- 1.2 Ultimate RB shall not be liable for any damage, loss or claim whatsoever unless:
- The manufacturer is notified in writing within fifteen (15) days of any occurrence which might give rise to a claim;
  - The owner/end-user has obtained written authorization from Ultimate RB prior to making any repairs or alterations on or through the surface which may affect the integrity of the materials;
  - Ultimate RB is first permitted to inspect the allegedly defective product or cause of the alleged loss, damage or claim; and
  - The material is installed according to the written instructions provided by Ultimate RB and used only as intended by Ultimate RB.
- 1.3 If, after inspection, Ultimate RB determines that there has been a material defect in the product within the Warranty Period described in Paragraph 1.0, the liability of Ultimate RB and the remedy of the owner/end-user shall be limited, at the sole option of Ultimate RB to either: (a) delivery of repair or replacement material for the impacted area, or (b) credit to be applied towards the purchase of new material. The value of either remedy shall be pro-rated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum pro-rated value of either remedy shall in no case exceed the original purchase price.

### **Limitation of Warranty:**

- THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- ULTIMATE RB SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.
- THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR DAMAGES.
- NO AGENT OR REPRESENTATIVE OF ULTIMATE RB HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR GUARANTEE NOTSTATED HEREIN.

### **Disclaimer:**

- Recycled rubber, as with any recycled product, can vary. Tolerances in thickness and width have been made as stringent as is possible, but some variance is to be expected. Rubber's nature is to expand and contract with changes in temperature and humidity.
- Ultimate RB Silent-Tread™ Acoustical Underlayment is not to be used in any manner or for any purpose not expressly identified by Ultimate RB.

### **Ultimate RB**

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