

LIMITED LIFETIME UNDERLAYMENT WARRANTY



ROBERTS® Black Jack® Floating Floor Cushion Underlayment (70-026 and 70-026-XL) ("Product") is designed for use over cured concrete, interior plywood, and properly prepared OSB substrates beneath approved laminate, bamboo, and engineered wood flooring in floating installations for residential and commercial applications when installed in accordance with ROBERTS' written installation instructions applicable to the Product and the applicable flooring manufacturer's installation requirements.

Subject to the terms, conditions, exclusions, and limitations set forth below, Roberts Consolidated Industries, Inc. ("ROBERTS") warrants to the original end-user purchaser ("Purchaser") that the Product will be free from manufacturing defects in materials and workmanship.

This Limited Lifetime Warranty begins on the date the original Purchaser purchases the Product. For purposes of this warranty, "Lifetime" means for so long as the original Purchaser owns the flooring installed over the Product at the original installation location.

This warranty is extended only to the original Purchaser, applies only to the original installation location, and is non-transferable.

Exclusive Remedy

If ROBERTS determines, after inspection or other reasonable evaluation, that the Product contains a covered manufacturing defect, ROBERTS' sole obligation and the Purchaser's exclusive remedy will be, at ROBERTS' option, one of the following:

1. Replacement of the Product that failed to conform to this Limited Lifetime Warranty.
2. Refund of the original purchase price of the Product that failed to conform to this Limited Lifetime Warranty.
3. Payment of the reasonable cost to repair or replace the portion of the finished flooring directly damaged by the covered defect, together with reasonable labor costs to remove and reinstall that affected portion only.

Any approved labor reimbursement shall be limited to reasonable and customary local labor rates during normal business hours. ROBERTS shall not be responsible for overtime, expedited service, furniture moving, fixture removal, appliance removal, lodging, storage, relocation costs, or other related expenses.



ROBERTS shall not be obligated to replace unaffected areas, adjoining rooms, or entire installations due to cosmetic differences, discontinued styles, dye lot variation, normal wear, fading, or inability to obtain matching flooring materials.

Conditions of Coverage

This warranty applies only if:

- The Product was properly stored, handled, and installed.
- The Product was installed in accordance with ROBERTS' written instructions applicable to the Product at the time of installation.
- The installation complied with the flooring manufacturer's instructions at the time of installation.
- The subfloor or substrate met all product-specific moisture, relative humidity, pH, flatness, structural, deflection, and preparation requirements applicable to the installation and was free of depressions, voids, or other irregularities outside applicable tolerances that could cause excessive flex or movement of the finished flooring.
- The Product was used only for its intended purpose and with approved substrates, flooring types, installation methods, applications, and use environments, and the finished flooring was approved by its manufacturer for the applicable use environment.
- The Purchaser provides ROBERTS a reasonable opportunity to inspect the claimed condition before removal, repair, or material alteration of the affected installation.
- [IF APPLICABLE:] If the finished flooring includes an attached pad or underlayment, the flooring manufacturer's written instructions permit the use of an additional underlayment, and all applicable ROBERTS requirements relating to such installation, including any maximum attached-pad thickness, were satisfied.

Product-Specific Installation and Use Requirements

The Product is approved for use over cured concrete, interior plywood, and properly prepared OSB substrates beneath approved laminate, bamboo, and engineered wood flooring in floating installations. The Product is approved for residential and commercial applications in below-grade, on-grade, and above-grade locations. Properly prepared OSB may require a skim coat. The substrate and installation must comply with ROBERTS' written installation instructions applicable to the Product and the applicable flooring manufacturer's installation requirements in effect on the installation date. Coverage does not apply to a failure to the extent caused by a substrate, installation, application, or use-environment condition that did not satisfy the applicable requirements in effect on the installation date.

Claim Procedure

To make a claim, the Purchaser must notify ROBERTS in writing within a reasonable time after discovering the alleged defect and before removing, repairing, or materially altering the affected installation. Failure



to provide notice within thirty (30) days after discovery will not bar a claim unless and to the extent the delay materially prejudices ROBERTS' ability to investigate the claim.

The claim notice must include the following information, to the extent reasonably available:

- Proof of purchase, including the original purchase date
- Product identification, including the product number and any available lot, batch, or date code
- Installation date and location
- Description of the alleged defect
- Photographs, if available
- Reasonably requested supporting information

ROBERTS may require an independent inspection or additional documentation reasonably necessary to evaluate the claim.

Exclusions – Not Covered By This Warranty

ROBERTS is not responsible for a defect, damage, or failure to the extent caused by any of the following:

- Improper storage, handling, installation, maintenance, or use
- Failure to follow ROBERTS' or the applicable flooring manufacturer's instructions
- Moisture intrusion, leaks, flooding, plumbing failures, standing water, or hydrostatic pressure
- Moisture vapor emissions, relative humidity, or pH conditions outside applicable ROBERTS or flooring-manufacturer requirements
- Structural movement, settling, cracking, substrate failure, subfloor deflection, or substrate depressions, voids, irregularities, or out-of-tolerance flatness that cause excessive movement or flex of the finished flooring
- Abuse, misuse, neglect, accidents, impact damage, cuts, tears, punctures, or rolling loads or equipment traffic not approved by ROBERTS or exceeding ROBERTS' applicable published limits
- Mold, mildew, fungus, or microbial growth not caused solely by a covered Product defect
- Fire, smoke, wind, storm, earthquake, natural disaster, acts of war, or force majeure events
- Normal wear and tear
- Flooring product defects unrelated to the Product
- Color change, fading, discoloration, or aesthetic dissatisfaction
- Acts or omissions of third parties, including contractors, installers, or service providers
- Alteration, modification, or unauthorized repair
- Use with unapproved flooring products, assemblies, or installation methods, or use in applications or use environments not approved by ROBERTS or the applicable flooring manufacturer
- [IF APPLICABLE:] Use beneath flooring with an attached pad or underlayment where the flooring manufacturer's written instructions do not permit an additional underlayment or where any applicable ROBERTS limitation for such installation was not satisfied



Other Warranties

Except for the express warranty stated in this document, ROBERTS makes no other express warranty concerning the Product. To the extent permitted by applicable law, any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited in duration to the duration of this Limited Lifetime Warranty.

ROBERTS does not assume, adopt, extend, or honor warranties issued by third-party flooring manufacturers or installers.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROBERTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, BUSINESS INTERRUPTION, DELAY DAMAGES, DIMINUTION IN VALUE, OR RELOCATION COSTS.

ROBERTS' total obligation under this Limited Lifetime Warranty is limited to the remedy ROBERTS selects under the Exclusive Remedy section. This limitation does not apply where prohibited by law.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

How to Submit a Claim

Customer Service: **866-435-8665**
Monday through Friday
8:00 a.m. to 5:00 p.m. Eastern Time
Roberts Consolidated Industries, Inc.
Attn: ROBERTS® Customer Service
1001 Broken Sound Parkway, NW
Boca Raton, FL 33487

We appreciate your business and the opportunity to serve you.