



**PATRIOT TIMBER**  
P R O D U C T S<sup>®</sup>  
the revolutionary source<sup>®</sup>

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panel products from patriot timber

**SurePly**<sup>®</sup>  
Premium Underlayment

U.S. Patent No.  
8,414,996  
U.S. Patent No.  
9,242,391



## **SUREPLY<sup>®</sup> EXPRESS LIMITED WARRANTY**

Patriot Timber Products, Inc. expressly warrants the *SurePly*<sup>®</sup> Premium Underlayment panels ("*SurePly*<sup>®</sup>"), for the lifetime of the original floor, when used in residential or in non-rated commercial applications as underlayment for resilient flooring, vinyl tile, ceramic tile, carpet, engineered flooring, and wood floors and installed pursuant to Patriot Timber Products, Inc.'s Installation Instructions and in accordance with the flooring manufacturer's instructions, (1) against delamination; (2) against the presence of core voids, overlaps, or warping in the plywood that affects the usability of the finished flooring surface; and (3) that the product will not be the sole cause of "discoloration" to the overlaid flooring. Delamination is defined as a visible separation of the plies in the panel as described in US Product Standard PS 1-09.

Patriot Timber Products, Inc.'s warranty does not apply or extend to any product used in commercial applications in which the applicable building codes require an APA structural rated plywood panel or substantially equivalent structural rated plywood panel. This warranty also does not apply to any product that has been subjected to misuse, improper application or installation, neglect, accident, fire, floods (natural or plumbing failure), or natural disaster. Telegraphing seams are always the result of incorrect installation. They are not caused by panel failure. Nothing short of physical plywood failure, such as delamination, will be warranted with regard to telegraphing seams. This warranty is voided in its entirety if any modification, adjustment, removal, repair, or attempted repair is performed by anyone without the express, written authorization of Patriot Timber Products, Inc. This warranty covers the original use of the floor and is transferable.

*SurePly*<sup>®</sup> panels are designed for interior and weather protected flooring applications only (not for direct exterior exposure). *SurePly*<sup>®</sup> panels, as with all plywood, have the potential to support the growth of mold, mildew, fungi, moss, bacterial growth, decay, and rot if exposed to moisture, condensation, humidity, or water. Mold, mildew, fungi, moss, bacterial growth, decay, and rot are not manufacturing or product defects of *SurePly*<sup>®</sup> panels and Patriot Timber Products, Inc. assumes no responsibility for such conditions, regardless of cause.

### **LIMITATION OF REMEDY**

The sole and exclusive remedy for claims of breach of warranty, negligence, strict liability, or otherwise shall be limited to, at the option of Patriot Timber Products, Inc., repair or replacement of the allegedly defective materials; the lesser of a full credit for raw materials not used as underlayment and the reasonable wholesale cost of materials and labor expended in remedying the alleged breach; or the wholesale cost of replacing the original floor based on the use of the same materials. In no event shall Patriot Timber Products, Inc. be responsible for incidental or consequential damages including, but not limited to, loss of profits, loss of use, punitive damages, costs, or attorneys' fees.

### **DISCLAIMER OF WARRANTIES**

There are no warranties, express or implied, except as contained in this document. PATRIOT TIMBER PRODUCTS, INC. HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### **NOTICE TO PATRIOT TIMBER PRODUCTS, INC.**

Patriot Timber Products, Inc. must be notified of any claim promptly upon discovery and provided the right to inspect the claim with authorized personnel up to 30 days after receipt of the notice of the claim as set forth below. The failure to provide either timely notice or the opportunity to inspect the floor voids all warranties and obligations of Patriot Timber Products, Inc. The failure of Patriot Timber Products, Inc. to inspect the material within 30 days of receipt of notice does not authorize the purchaser to make, or to attempt to make, repairs, alterations, or modifications to the material. All claims shall be governed by the laws of the State of North Carolina, exclusive of its choice of law rules.

**Notice of Claims** - The notice provided to Patriot Timber Products, Inc. must be in writing and addressed to either "Patriot Timber Products, Inc., Attn: Customer Service, Post Office Box 19065, Greensboro, NC 27419" or by email to [CS@PatriotTimber.com](mailto:CS@PatriotTimber.com) and must include the name, address, and telephone number of the consumer, date/proof of purchase, the location of the product, and a description of the alleged defect.

### **SEVERABILITY**

The foregoing sections, and each provision within those sections, are severable. If any section or provision shall be declared unenforceable or void for any reason, all other provisions shall remain in full force and effect.