



## **Suberwall™ - Limited Warranty**

(10-year limited warranty for defects in materials and workmanship)

Sustainable Materials warrants that the Suberwall™ sold under this Warranty are, at the time of sale, free of defects in material and manufacture, and that they adhere to Sustainable Materials product specifications for the material and its' manufacturing.

The Suberwall™ is made from natural cork from the bark of the Cork Oak tree and being a natural product that is further processed during manufacturing, color/shade and density will vary from tile to tile. This is a natural, known, and accepted characteristic of cork, and would not be considered a manufacturing defect.

Cork, as with any natural material, is at the whim of the environment to which it is installed, and careful consideration and acclimation should be done to ensure the product being installed is within equilibrium of the space to which it is being installed, and that the space to which it is going, is conditioned, and controlled to maintain those equilibrium conditions throughout the year. Please note that 'movement' after installation (as it relates to expansion, contraction, or otherwise), is not a warrantable issue, as this is related to acclimation, installation, and site conditions, which are all components outside of Sustainable Materials' control. For supplement information on acclimation, please view/download our acclimating document on our website, here: <https://www.sustainablematerials.com/acclimating/>).

This warranty is designed to ensure that the material you receive is made in accordance with the accepted quality standards for its' manufacturing, while highlighting points of concern that are NOT warrantable and should be addressed either during site preparation, the physical installation, and/or during the 'use' (in situ) of the material. With that said, this warranty does NOT cover damage or defects (herein considered and referred to as '**exclusions**'), resulting from, or in any way caused by:

- Improper storage, handling, and installation of Suberwall™ (inclusive of improper installation of substructure/subsurface material and its' preparation).
- Moisture problems at site (including ambient moisture, condensation, or other)
- Structural problems at site (inclusive movement or settling of substructure or substrate to which the material is applied, or other)
- Normal 'wear-and-tear'
- Surface damage caused by impact (inclusive marring, dimples, gouges, scratches or other damage caused by improper placement, and/or failure to protect and maintain material properly)
- Surface damage caused by misuse, negligence, lack of maintenance, application of solvents (including corrosives or other chemicals), stains, or finishes.
- Color changes (such as fading, or damage caused by the sun)
- Natural catastrophic events or events beyond the control of the manufacture.
- Installation of panels with defects (visual or otherwise). (**Note:** it is the job of the installer to analyze and carefully review all of the material received to confirm suitability for installation. If there is a quality concern, or unacceptable panels are found prior to or during the installation, any panels of concern should be set aside, and the supplier contacted so next steps can be determined).
- Adhesion (**Note: ineffective adhesion is NOT a product defect, nor a warrantable claim**). It is always recommended to 'test' the adhesive prior to site installation to ensure if one is needed, that a suitable one is used.
- **Note:** Any damage caused to Suberwall™ during shipping is the responsibility of the shipping company and is not covered under this Warranty.

If an issue is noted with the Suberwall™, the owner of the product must notify Sustainable Materials within 10 days of discovery of any non-conformity through written notice. The written notice must describe the situation thoroughly, including the location, installation date, and installers' name and contact information. The owner must give Sustainable Materials a reasonable amount of time to review the issue to the degree they feel necessary, and they reserve the right to inspect the material as needed. If these requirements are not met,



Sustainable Materials will have no obligation to remedy any non-conformity. Sustainable Materials, using their discretion, will replace 'non-conforming' product at their cost, or refund the purchase price of the material to the owner. Sustainable Materials warranty only covers material and does NOT cover ANY labor costs (removal, reinstallation, or otherwise).

### **Warranty Disclaimer**

The above warranty is the exclusive and sole express warranty given by Sustainable Materials for its' Suberwall™. It supersedes any prior, contrary or additional representations, whether oral or written. Any implied warranties, including Warranty of Merchantability, or any Warranty of Fitness of a Particular Purpose, are limited in duration to the warranty period for Sustainable Materials express warranty, above. (Not applicable in all states)

### **Exclusion of Incidental and Consequential Damages**

In no event shall Sustainable Materials be liable for any incidental, special, indirect or consequential damage, whether resulting from delayed or non-delivery or from the use, misuse, or inability to use the product or from defects in the product or from Sustainable Materials own negligence. (Not applicable in all states)

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