

Effective Date:  
October 1, 2005

# FIBEROCK<sup>®</sup> Underlayment Panels



## 5-Year Limited Warranty for Unbonded Floor Systems

### What is Covered?

This limited warranty applies to dealers who sell FIBEROCK<sup>®</sup> AQUA-TOUGH<sup>™</sup> Underlayment and Tile Backerboard (the "Product"), contractors who install the Product, the original purchaser, and any subsequent purchaser ("Owner") within the warranty period of 5 years. CGC Inc. warrants that when stored, handled, and installed in accordance with the Product's current written installation instructions, the Product will not delaminate, buckle, or warp; will not split or crack upon fastening; and will not contribute to discoloration of the floor covering material.

### How Long Does Coverage Last?

The warranty runs for five (5) years from the date of installation.

### What is Not Covered?

- Acts of God or man-made disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction; improper storage, handling, or installation of the product. Proper installation instructions are updated from time to time. Refer to CGC publication EWB-0W20. For ceramic tile applications, see the "Handbook for Ceramic Tile Installation" published by the Tile Council of North America.
- Fastener pops (nail heads or staple crowns). CGC's recommended specification for the unbonded floor system is Specification 09311, "Unbonded Ceramic Tiled Wood Floor Systems with FIBEROCK<sup>®</sup> AQUA-TOUGH<sup>™</sup> Underlayment – Residential (Single and Multi-Family) Only," which can be obtained by contacting your local CGC Representative.
- Improper preparation of the underlayment joints and tile, resulting in floor failure.
- Deficiencies in the subfloor/floor joist assembly including, but not limited to, high moisture in the subfloor (greater than 12%), uneven or irregular subfloor surface (particularly at the joints), voids in the subfloor floor, or excessive deflections or spacing of floor framing:
  - a. Standard systems (sawn/dimension lumber): Maximum live load deflection limit of L/360 of the span, with 48.7 cm (19.2") maximum framing spacing.
  - b. Engineered-wood systems (pre-fabricated wood framing/I-joists): Maximum live load deflection limit of L/480 of the span, with 48.7 cm (19.2") maximum framing spacing.
- Defects, incompatibility or failures of other manufacturers' products in the floor assembly, including fasteners, patching compound, adhesives, and floor coverings.
- Construction traffic abuse to the surface of the underlayment.
- Use of underlayment over concrete floors.
- Failure of the owner to maintain the building with reasonable care.
- Mould or mould-related damage of any kind.
- Installation over an unprepared crawl space, which can be susceptible to variations in humidity and temperature that can cause the subfloor and underlayment to expand.

### What will CGC do?

- In the event of any defect covered by this warranty, CGC at its option will:
- a. Supply replacement Product or refund the full purchase price of the defective Product if the floor covering has not yet been installed; or
  - b. Repair or replace the Product, and all floor covering material including adhesive, at no charge; or pay an amount equal to the purchase price of the product, adhesive, and floor covering, and reasonable installation cost of the floor covering. This does not include removal or replacement of cabinets.

### How Do I Get Service?

- a. Any Owner or any other person seeking remedies under this warranty must notify CGC in writing within 30 days after discovering a possible defect of the Product, and before beginning any permanent repair. This written notice should describe the possible defect and include the date the Product was installed. Photographs and videotape of the damaged area are often very helpful to us.
- b. The Owner must allow CGC's agent to enter the property and building in which the Product is installed to inspect the Product. Samples of the floor system along with the original invoice for the Product and floor covering and installation may be required for settlement in order to establish the defect, the manufacturer, and that the possible defect has occurred during the warranty period. For further information contact: CGC Inc., 350 Burnhamthorpe Rd. W., 5th Floor, Mississauga, ON L5B 3J1.

### Exclusion of Other Warranties; Effect of Provincial Law

THIS WRITTEN WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, EXCEPT WHERE PURCHASE OF THIS PRODUCT IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE PERIOD OF THE APPLICABLE EXPRESS WARRANTY, OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. IN NO EVENT WILL CGC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT SUPPLIED.

Some provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. You may also have other rights which vary from province to province.



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