



LIBERTY WOODS INTERNATIONAL, INC.

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WARRANTY AND CLAIMS PROCEDURES

This document is written to set out Liberty Woods claims procedure and express warranties. Please note that warranty information can be also be found on the reverse side under “Terms and Conditions of Sale” of the Sale Acknowledgement and Invoice.

It is the policy of Liberty Woods to honor valid and timely claims made for damages and losses as a result of manufacturing defects in the plywood sold by Liberty Woods. Liberty Woods encourages buyers and users of this product to inspect the product and reject it prior to its use if there is any manufacturing defect or other problem making the panel unsuitable for a specific purpose. Claims for unused defective plywood are substantially easier to process and honor than claims for plywood that has been processed or installed into a particular structure or system.

LIBERTY WOODS MAKES NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS SPECIFICALLY SET OUT HEREIN. LIBERTY WOODS WARRANTY DOES NOT COVER ANY CLAIMS ARISING FROM DISCOLORATION OR YELLOWING OF VINYL OR RESILIENT FLOOR COVERINGS OR ANY MARBLE OR TILE FLOOR COVERING.

WARRANTY

1. Liberty Woods warrants that the goods sold are the type and description shown on the face of the invoice. Liberty Woods does not warrant and shall not be liable for loss of profits or any consequential or special damages.
2. All warranties herein are subject to the product being used for its intended purpose and in a manner generally accepted by the industry. This warranty is also subject to all material and products being installed by a professional installer and properly installed. This warranty is also subject to the claimant following the claim procedures set out below and satisfying other conditions listed below.
3. The buyer’s exclusive remedy due to defective goods shall be a reduction from the purchase

price of the invoiced price of the defective goods or replacement of the defective goods at the option of Liberty Woods.

4. The buyer is obligated and agrees to inspect the shipment to confirm that the material received is the same as the material ordered and this warranty is subject to the timely performance of this inspection and the timely notification of Liberty Woods of any problem. Any losses incurred as a result of failing to inspect the goods prior to use are for the buyer's account.
5. This warranty is further subject to reasonable notice. The buyer must give written notice to seller of any defect in the goods within 30 days of discovery of the defect but not more than 6 months after receipt of said goods. Liberty Woods is not responsible for defects discovered more than 6 months following buyers receipt of goods. Liberty Woods retains the rights to perform an independent survey or inspection of goods through Liberty Woods' agents.
6. Liberty Woods' warranties as set out herein, are voided for any goods picked up or delivered outside of the continental United States, Mexico or Canada.

PROPER USE OF PLYWOOD

In an effort to meet the needs of its customers, Liberty Woods has developed its own system of designating product, grading product, and providing a product to meet the intended uses of Liberty Woods customers. The grade designation for the goods sold by Liberty Woods is based on the determination of Liberty Woods of the quality required to meet the customer needs for the intended use as represented by the buyer to Liberty Woods. No representation is made and there is no warranty that the stated grade meets any standard industry system for grading plywood. The stated grades are proprietary to Liberty Woods.

Liberty Woods product designated as "PBB/CC" is made with a water resistant glue bond and is suitable for use as flooring underlayment. Liberty Woods warrants this product for delamination when used as underlayment and when properly and professionally installed. Liberty Woods "PBB/CC" is a premium plywood product produced and inspected under strict requirements to assure a product that will meet customers needs. As a result, Liberty Woods' warranty on this product additionally provides that Liberty Woods will participate in the cost of replacing flooring systems to the extent of 1/3rd of the total reasonable costs. This payment is in addition to the remedies available to the buyer as listed above in Item 3 under "Warranty". This remedy is also available even though the cause of the problem is not clearly and exclusively the result of a manufactured defect in the plywood. Liberty Woods recognizes that a majority of the problems resulting in claims for flooring systems are due to installer mistakes, oversights or negligence. This additional remedy is available even though the ultimate cause of the problem could have been, at least in part, a mistake, oversight, or negligence of the installer. This additional remedy under the warranty is not available if there is no manufactured defect in the

plywood used in the flooring project.

Unless specifically stated in the product description, Liberty Woods “PBB/CC” is not weather and boil proof (WBP) or said to contain phenolic glue. Weather and boil proof (WBP) or phenolic glue product is available upon request.

Seller’s product designated as “DBB/CC” is made with a moisture resistant glue bond and is suitable for use as flooring underlayment. Liberty Woods warrants this product for delamination when used as underlayment and properly and professionally installed.

Plywood designated as “PBB/CC” is not suitable for use outdoors, in marine applications, or any other use that would involve the requirement of a waterproof panel.

CLAIMS PROCEDURES

Liberty Woods classifies all of its claims into two major categories. The first are claims for plywood prior to processing, use or incorporation into a system or structure. The second classification is for plywood that has been processed, installed, incorporated into a system or structure, or otherwise used. The procedures for these two classifications of claims are as follows:

Unused Plywood:

1. Upon discovery by the buyer of a defect or claim arising in connection with the product, the buyer must give written notice to Liberty Woods. This written notice must be made to Liberty Woods within a reasonable period of time after discovering the problem, not to exceed 30 days from the date of discovering the problem. Liberty Woods shall not be responsible for any claims arising out of damages or defects, which occur or are discovered more than 6 months after receipt of said goods.
2. Notice to Liberty Woods of a claim must include the name and address of the consumer, the address of the location of the product, the crate marks on the crate from which the claimed panels came, photographs of the defective product, a description of how the defect was discovered, and what actions have been taken.
3. Upon receipt of notice, Liberty Woods will review the claim and may request that a sample of the product be forwarded to Liberty Woods for closer inspection.
4. Upon determination that the claim is valid, Liberty Woods will issue a credit for the defective plywood or will replace the subject goods, and may, at its option, pick-up for return the defective sheets.
5. In any event, the buyer or final user is obligated to mitigate damages by discontinuing the

use of obviously defective material. **The buyer or final user is obligated, as and when the product is used, to make a reasonable inspection to determine the condition of the product prior to installation.**

Used, Installed or Processed Plywood:

Claims involving plywood that has been installed under flooring, used for processing, constructed into cabinets or other uses, or otherwise incorporated into systems or structures, shall follow the same basic procedure as plywood claims for plywood installed under flooring. The procedure for this plywood is as follows:

1. Liberty Woods is to be notified as soon as the flooring problem is discovered. The notice should include the name and address of the consumer, the location of the product, the amount of product involved, photographs of the defect, and a description of any actions that have been taken. The buyer must also notify Liberty Woods of the marks on the crate from which the claimed panels came.
2. The defective product is to be made available for inspection by a representative of Liberty Woods or someone designated by Liberty Woods (usually the local salesman). The defective material will be inspected and photographed and a report forwarded to Liberty Woods for consideration.
3. If the claim and problem is minor, and the resolution involves simply repairing the affected area without replacing the floor, it may be possible to handle the complete settlement by telephone to Liberty Woods.
4. If the resolution of the claim will involve replacement of the floor, or any part thereof, the following steps must be taken:
 - A. A sample (12"x12") of the section of the floor involved in the defect must be removed while a representative of Liberty Woods is present.
 - B. The sample, along with a complete breakdown of the cost(s) to replace the floor and the names of the owner, installer and local distributor, are to be mailed to Liberty Woods.
 - C. Liberty Woods will review the sample and facts surrounding the claim, and a determination will be made of the amount of responsibility Liberty Woods will accept for the flooring claim.
5. The buyer and consumers waive all claims in connection with damage or defects for material involved in flooring claims if the floor is repaired or replaced prior to giving Liberty Woods notification, an opportunity to inspect, and an opportunity to review the matter to determine a proper response by Liberty Woods.

Conditions of the Warranty:

In addition to conditions set out above, Liberty Woods' warranty is further conditioned upon the installer of the product following certain criteria. In the event these conditions are not met, Liberty Woods will not be responsible for claims, damages or losses.

1. The installer of the plywood must use guidelines established by the vinyl producers and the APA.
2. The floor must be properly prepared prior to installation of the flooring.
3. The plywood must be inspected prior to installation for obvious defects. The installer shall set aside as reject panels, to be replaced or for reimbursement, any panels which upon inspection indicate, or should have indicated if properly inspected, defects which would cause a problem after the floor was laid, such as without limitation, cores voids, core laps, missing veneers and face defects.

The buyer, consumer and installer waive all claims against Liberty Woods if any product is installed which has obvious defect, or defects which should be noted with a reasonable inspection.

Obviously, all claims are different and should be treated on an individual basis. Also, it is Liberty Woods' intent to resolve claims promptly, equitably and to the mutual benefit of all parties. If you have any further questions in connection with the warranty or claims procedures, please contact your sales representative.

INSTALLERS RESPONSIBILITY

Installers are expected to closely inspect the plywood before it is installed on the floor and again before the vinyl is laid. It is quite easy to check the panel as it is being installed. Listed below are a few things to look for.

- Splits on the face of the plywood. This may indicate delamination. Should the installer see these splits, he can hold the panel by the 4' edge and give the panel a shake (much like shaking a rug). If there is a weak glue bond this should cause the panel to delaminate.
- Core Defects. This would include core laps, core voids and uneven thickness of core veneer.

A *core lap* is when two pieces of the core overlap, this causes a bump to show on the face of the plywood. Usually this will show up as a line across the panel caused by the panel above resting on the raised portion of the defect and rubbing the panel only at this point. If this is noted, look at the edge of the panel and you will see the lap.

A *core void* is when two pieces of the core veneer do not meet together and leave a space between. This may also show up as a line on the panel but as a depression on the face. This is also noted by inspecting the edge of the panel for open spaces between the veneer. Center voids are also noted when the panel is shaken as noted above.

An *uneven core thickness* is the major cause of delamination. Careful inspection of the edge of a panel should note this. Usually, the face veneer would be loose where the two pieces of the core are put together. This type of defect will also become evident after the floor has been installed and prepped. The moisture from the water based joint and leveling compounds will cause the loose face veneer to swell and bubble. This is one reason why it is best to wait 24 - 48 hours after prepping the floor to lay the vinyl. It is very important to inspect the floor before the vinyl is installed.

The modern vinyl flooring is durable and attractive but it is also very unforgiving and will show minor errors in installation or defects in the underlayment. Meranti plywood is the easiest to use and most forgiving product for underlaying vinyl floors, but it is just plywood and there will be some defects. Experienced professional installers will very seldom have problems after the vinyl is installed. This is why Liberty Woods will issue full credit for plywood that is rejected for any reason by the installer but we cannot be responsible for floor problems when a panel is installed with obvious defects or by installers who do not know which panel to use and which panel to reject.

EXCESSIVE CHARGES

We consider excessive charges to be charges for floor repair (replacement) that we feel are unreasonable and above what we consider normal. Obviously there is no set standard for cost per square foot to replace a floor but there are many times the installer just wants too much. This is usually excessive charges for labor, or the installer wants to take a one day job and turn it into a two or three day job by removing cabinets and appliances that really do not have to be moved to replace the floor.

The problem is, as an example, Liberty Woods will offer \$500.00 for \$650.00 claim. The installer refuses to take less and either deducts the full amount from a payment to you or says if you want his business you will pay the full claim amount.

Now we are trying to accommodate a customer. It is your decision as to how important the customer is to your business and if you want to pay out more than we will offer. These situations are not easy but it is your decision to accommodate your customer and not the responsibility of Liberty Woods.

INSTALLATION RECOMMENDATIONS

1. Underlayments are only to be installed over a clean, dry, smooth and level subfloor (sand any higher or uneven spots).
2. All subfloors, adhesives, new underlayments and vinyls should be at room temperature (70 degrees) 48 hours prior to and after installation.
3. Renail all loose subfloor with ring shank nails.
4. Set all nail heads that may interfere with new underlayment installation.
5. Thoroughly scrape, sweep and vacuum entire floor.
6. Spray a "kilz" type sealer on all stains and varnishes.
7. Always use BB/CC grade underlayment with a written warranty.
8. Leave panels 1/8" to 1/4" from all walls and cabinets to allow for any expansion. Start in one corner, lay out 3 or 4 panels before beginning to fasten, to help square up the underlayment. This will minimize the need for excessive floor patch.
9. Put all cut edges to the wall and keep factory edge to factory edge. Panels should be lightly butted together, never forced.
10. Staples to be used should be galvanized.
11. Any nails used should be ring shanked or galvanized.
12. 7/8" staples can be used on new construction or over bare plywood.
13. 1 1/8" staples must be used when going over existing sheet-goods or tile.
14. Stand on all underlayment panels while stapling to ensure panel is flat, flush, and tight against subfloor.
15. Begin nailing or stapling in corner of sheet and work out at a 45 degree angle.
16. Underlayment edges and subfloor edges should be off set at least 8" and all panels should be staggered so that 4 corners do not meet.
17. Run all grain in wood the same direction to avoid any possible thickness variance. Grain should be perpendicular or at a right angle to floor joint for maximum strength.

INSTALLATION RECOMMENDATIONS

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18. Staples or nails should go into subfloor a minimum of 5/8", but not through bottom of subfloor.
19. Stapling or nailing pattern should be as follows: 2" on edges and 4" in the field of panel. Edge staples should not be closer than 3/8 " to edge.
20. All fasteners, staples and nails should be countersunk just below surface of new underlayment. If a pneumatic gun is used some air pressure adjustment will be needed on every job to get depth of staple set properly.
21. Air pressure of all air tools should be turned down as low as possible to avoid staple blow-thru.
22. After fastening, thoroughly sand all underlayment joints with a belt sander until level. Hand sanding is not sufficient enough to correct any unevenness between panels.
23. Avoid over sanding or cupping of the joints.
24. Patch all voids, gaps, gouges and chipped edges.
25. Patch all joints with a minimal amount of floor patch, but being sure patch is forced into joint areas.
26. All patching compounds should be mixed with latex liquids, regardless if they have powdered latex or not. Latex liquids are bonding agents and insure the best adhesion and provide maximum flexibility of patch.
27. Allow floor patch to dry properly and sand all joints level, some touch up or second coating may be needed, than sand again.
28. Make sure all patching compound is completely dry before installation of new vinyl is started. Wet patch may contribute to problems such as mold or mildew discoloration.
29. Wet patches are not totally stable and some may shrink or swell which may cause telegraphing of seams.
30. If joints are not properly filled, adhesives may get forced into joint area and could possibly be forced out if panel expansion is experienced, this will also cause seam telegraphing.
31. Keep your tools in good working order. Have an automatic oilers installed on your air stapler, this will greatly extend the life of your gun. Drain your compressor daily.
32. Keep the air filter on the compressor clean. Most of all, take pride in your professional installation, it is an integral part of the sale for your company or yourself.
33. Panels should be installed with 1/32" expansion space between panels.

WHAT MAY CAUSE TELEGRAPHING SEAMS

1. Staples or nails that are not long enough to properly secure underlayment.
2. Soft or punky subfloor.
3. Wet subfloor (surface water may accumulate during construction).
4. Some wafer boards or particle boards.
5. Installing underlayments over single floor systems (3/4" tongue & groove).
6. Gun pressure set too high (staple blow-thru).
7. Underlayment not held down tightly while being installed (stand on it).
8. Not enough staples or nails (2" seam, 4" in field).
9. Wet floor patch (allow patch to thoroughly dry).
10. Floor patch not properly applied.
11. Glue forced between panels.
12. No expansion joint left between wall & underlayment.
13. Bounding pneumatic stapler (using safety mech. as trigger) seldom had this problem with mallet type tackers.
14. Walking itself loose over time (doesn't show up next day).
15. Not enough glue, resulting in bubbled or released vinyl over underlayment joints or patched areas, approximately 75% coverage is needed to properly adhere vinyl to underlayment.
16. Too much adhesive open time resulting in adhesive too dry to properly adhere vinyl to underlayment. Adhesive will dry or set much faster over the porous patched areas.
17. New vinyls are whiter, glossier, thinner and backs are still changing.
18. High or low floor joint.

WHAT MAY CAUSE TELEGRAPHING SEAMS

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19. Uneven subfloor - these must be sanded before 1/4" underlayment is installed.
20. 75 lb. or 100 lb. linoleum roller not used - must be rolled both directions.
21. Cold sheet goods or cold adhesive. If floor covering is unrolled at temperature below 65 degrees a surface wrinkle may appear. This is known as piping. These wrinkles must be removed prior to installation by bringing sheet goods up to 65 degrees for 24 hours. Cold adhesive or cold sheet-goods can effect both adhesive set-up and adhesive bond.