PROVA® by m-d PRO

Tile Installation Products

PROVA® Waterproofing and Shower Products 10-Year Limited Warranty

LIMITED WARRANTY COVERAGE: All PROVA® Waterproofing and Shower Products (hereafter collectively referred to as "Products") will be free from manufacturing defects for 10 years from their date of purchase, subject to the following conditions:

1) The Products are installed and maintained in accordance with their installation instructions and all associated written materials, which includes the exclusive use of premium polymer-modified thinset mortar.
2) The Products are installed in accordance with the installation standards of the Tile Council of North America (TCNA); the Terrazzo, Tile and Marble Association of Canada (TTMAC); or other industry standards that may be applicable at the time of installation.
3) The Products are subjected to normal usage in a Residential or Commercial application (defined hereafter).

For the most efficient service on warranty claims, the Owner (defined hereafter) is encouraged to submit a fully completed 10-Year Warranty Registration form, which can be found at www.mdpro.com/prova/warranty, within 60 days of the date the Products are purchased.

For the purposes of this Limited Warranty, Products refers to the following items only: PROVA PAN®, PROVA UNIVERSAL EXTENSION KIT®, PROVA CURB®, PROVA DRAIN®, PROVA DRAIN GRATE®, PROVA-MAT®, PROVA JOINT®, PROVA CORNER®, PROVA PIPE SEAL®, PROVA LINEAR DRAIN KIT®, PROVA LINEAR DRAIN GRATE®, PROVA LINEAR PAN®, PROVA LINEAR PAN EXTENSION®, PROVA PAN-MULTI®, PROVA PAN-MULTI EXTENSION KIT®, PROVA BOARD® PLUS, PROVA NICHE®, PROVA NICHE GLASS SHELF®, PROVA FASTENERS®, PROVA-SEAL™, and all components included in PROVA-SHOWER KIT®, PROVA LINEAR PAN KIT®, and PROVA BOARD PAN ASSEMBLY KIT®.

EXCLUSIVE REMEDY: If the Products are proven to be defective, M-D PRO®, at its sole election and discretion, will, as defined herein, a) reinstall or replace the failed portion of the Tile Assembly or b) reimburse the original Owner an amount not exceeding the original cost per square foot of the installation portion of the Tile Assembly proven to be defective. Tile Assembly is defined and limited to include all Products, non-reusable tile surfaces, and the appropriate setting and grouting materials.

M-D PRO® cannot guarantee or warrant that repaired or replaced Tile Assembly will be an exact match to the specific tile, stone, or other covering materials used in the installation, due to conditions beyond the control of M-D PRO®, such as, but not limited to, the passage of time (which may limit availability of the exact shade, pattern, and size of tile) and normal wear and tear or product discontinuation that make exact matching impossible. In such events, and at the sole election of M-D PRO®, substantially similar materials may be substituted.

DISCLAIMER: This Limited Warranty is given in lieu of any other warranty expressed or implied. M-D PRO® assumes no liability or responsibilities for lost profits; losses due to delays; or any indirect, incidental, punitive, exemplary, or consequential damages. Acts of God, including, but not limited to, flooding, hurricanes, tornadoes, and earthquakes; and acts of war, including, but not limited to, terrorism, intentional acts of destruction, and fire shall not be covered under this Limited Warranty. Structural or subfloor damage caused by water, and damage caused by structural movement, excessive deflection, or other substrate failures are not covered.

NO ASSIGNMENT-TERRITORY: This Limited Warranty extends ONLY to the original Owner (defined as homeowner—owner of the premises/unit owner where the Products were originally installed), is applicable only for installations carried out in the United States and Canada and is not transferable or assignable unless otherwise prohibited by specific state or provincial law. For the purpose of this Limited Warranty, Residential applications are defined as single-family detached dwellings used for housing, and Commercial applications are defined as multi-family dwellings, such as condominiums, apartments, and townhomes used for housing, not for short-term rental purposes.

Attention: Warranty Department
5720 Ambler Drive
Mississauga, Ontario, Canada, L4W 2B1
1-800-565-6653 | service@mdteam.com

m-d PRO

Warranty registration & claims:
www.mdpro.com/prova/warranty

PROVA® by m-d PRO

Tile Installation Products

PROVA® Waterproofing and Shower Products 10-Year Limited Warranty

ACCEPTABLE MATERIALS AND CONDITIONS: It is the responsibility of the Owner to ensure the suitability of all materials and all associated building materials for the intended use of the Products. The Owner is also responsible for ensuring the Products are stored in appropriate environments—environments away from direct sunlight, excessive moisture, and extreme temperatures—where they will not be damaged or tampered with before they are installed. The substrates on which the Products will be installed shall be level, clean, dry, structurally sound, and sufficiently load bearing. Any problematic pre-existing substrate conditions, such as moisture, hydrostatic pressure, or alkali presence, must be corrected prior to the installation of the Products. All materials shall be suitable and specifically designed for the particular type of application. Unless otherwise indicated in a job specification or other associated written materials, all Products are for indoor use only. It is strongly recommended that the Owner consults and/or obtains the services of an experienced, reputable, and professional installer. M-D PRO® is explicitly not liable or responsible for determining the suitability of the Products for the intended use of the Owner.

OWNER'S LEGAL RIGHTS: This constitutes your entire expressed Limited Warranty for the Products purchased and installed. To the extent permitted by law, any and all other warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are excluded. Any implied warranties arising by operation of law are limited in duration to the term of this Limited Warranty. All other remedies—including, but not limited to, direct, indirect, special, incidental, or consequential damages, or for lost profits or business interruption loss—are excluded under any circumstances. In states or provinces where limitations on implied warranties may not be allowed, the above limitation may not apply to you. The present Limited Warranty shall be governed by the laws of the United States and Canada and by the laws of the state or province in which the aforesaid Products were purchased. No implied warranty can be modified by any course of dealing, course of performance, or usage of trade. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and province to province. No representation, promise, affirmation, or statement by any employee or agent of M-D PRO® will be enforceable against M-D PRO® unless it is specifically included in this Limited Warranty. This Limited Warranty shall begin on the date of purchase.

FILING A CLAIM: M-D PRO® must be notified in writing or by submitting a claim at www.mdpro.com/prova/warranty within 30 days of any alleged defect to initiate a claim, including date and proof of purchase of the Products and installation costs, as well as the name, contact details, and address of the installers. The original Owner must then, at the discretion of M-D PRO®, allow an inspection of the installation, which may be carried out by M-D PRO® personnel or third-party inspectors chosen by M-D PRO®. If, upon inspection, M-D PRO® determines the Products to be defective, M-D PRO® will, at its own discretion, supply replacement materials that conform to the contract requirements or issue a credit equal to but not exceeding the original purchase price for the portion of the Tile Assembly that has proven to be defective. The Tile Assembly includes Products, non-reusable tile surfaces, and the appropriate setting and grouting materials. The claim must be submitted and evaluated by M-D PRO® before any repair work is done. Failure to meet any of these conditions will void this Limited Warranty. M-D PRO® reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failure and defect prior to any repair.

INVALID CLAIMS: For any claim under this Limited Warranty that is not valid, M-D PRO® will be paid reasonable charges, including travel and labor, associated with investigation of such claim.

Attention: Warranty Department
5720 Ambler Drive
Mississauga, Ontario, Canada, L4W 2B1
1-800-565-6653 | service@mdteam.com

m-d PRO

Warranty registration & claims:
www.mdpro.com/prova/warranty