



PROFILE OF INNOVATION

## Schluter®-Systems Balcony and Terrace Profiles 5-Year Limited Warranty

**LIMITED WARRANTY COVERAGE:** Subject to the conditions and limitations as stated in this **Schluter®-Systems Balcony and Terrace Profiles 5-Year Limited Warranty** (the "**Limited Warranty**"), Schluter-Systems warrants that its Schluter®-BARA-RW, Schluter®-BARA-RWL, Schluter®-BARA-RAK, and Schluter®-BARA-ESOT (collectively, the "**Products**") will be free from manufacturing defects and will perform as described in the Schluter-Systems Balcony and Terrace Profiles Technical Data Sheet (the "**Written Materials**") for a period of five (5) years from the date of purchase when installed and used in accordance with the terms and conditions of the Written Materials and industry standard guidelines that are not in conflict with the Written Materials in effect at the time of installation.

For the purposes of this Limited Warranty, "**Owner**" is defined as the original end user of the property in which the Products are installed; and "**Tile Assembly**" is defined to include the Products, non-reusable tile surfaces, and applicable setting and grouting materials.

This Limited Warranty is only applicable to installations in the United States of America and Canada. Schluter-Systems is not responsible or liable under any circumstances for determining the suitability of the Products for the Owner's intended purpose. It is the responsibility of the Owner to consult with an experienced and professional installer to ensure the suitability of the Products, subfloor/substrate and all building materials in the installation and that the Written Materials are followed properly.

**RESOLUTION:** If the Products are installed and used in accordance with the terms and conditions as described hereinabove and such Products are proven defective within the applicable warranty term, the Owner's exclusive remedy and the sole obligation of Schluter-Systems, at its election, shall be to (a) reinstall or replace the failed portion of the Tile Assembly or (b) pay an amount not to exceed the original square foot cost of the installation of the Tile Assembly verified to be defective. Due to conditions beyond the control of Schluter-Systems (e.g., color and shade availability, discontinuation, normal wear and tear), Schluter-Systems cannot guarantee or warrant an exact match to the specific tile, stone, or other flooring materials used in the original installation. In such event, substantially similar materials may be substituted.

**EXCLUSIONS FROM COVERAGE:** This Limited Warranty excludes and in no event shall Schluter-Systems have any liability for any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, arising out of or otherwise connected to the failure of the Products or Tile Assembly, regardless of any strict liability or active or passive negligence of Schluter-Systems, and regardless of legal theory, whether in contract, tort, extra-contractual or other. This Limited Warranty further excludes any loss or damage arising out of or otherwise connected to: acts of war, terrorism, fire, explosion, natural disaster, acts of God, any failure to comply with the Written Materials, inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, faulty or negligent penetration of the Products or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain the Products, normal wear and tear, scratches, dents, corrosion or discoloration (whether caused by excessive heat, chemical cleaning products, abrasive agents or otherwise), efflorescence and shading which are a natural occurrence with cementitious materials and are not considered a defective condition for the purposes of this Limited Warranty, variations of texture, color or shade from those on product samples, packaging materials or other marketing materials, or other causes unrelated to the Products (e.g. tile covering failure, excess point loading, overvoltage). This Limited Warranty excludes applications utilizing glass tile or other non-approved tile surfaces, unless specifically approved in writing on a case by case basis by the Schluter-Systems Technical Services Director.

This Limited Warranty is conditioned and will be considered null and void and Schluter-Systems will have the right to refuse any claims if: (a) the Products have been improperly stored or installed, or (b) the Products are subject to abusive or abnormal use, lack of maintenance, or used in a manner other than that for which the Products were designed or in any way contrary to the Written Materials.

**DISCLAIMER:** There are no warranties beyond this expressed warranty as stated herein. To the extent permitted by law, all other warranties, representations or conditions, expressed or implied, are hereby disclaimed and excluded, including but not limited to the implied warranties of **MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE** (as limited to such purposes as described in the Written Materials) or arising from a course of dealing, usage of trade or otherwise by law. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF SCHLUTER-SYSTEMS WILL BE ENFORCEABLE AGAINST SCHLUTER-SYSTEMS UNLESS IT IS SPECIFICALLY INCLUDED IN THIS LIMITED WARRANTY OR AUTHORIZED IN WRITING BY THE SCHLUTER-SYSTEMS TECHNICAL SERVICES DIRECTOR. This Limited Warranty is given in lieu of any other warranty, whether expressed or implied. The remedies contained herein are the only remedies available for breach of this Limited Warranty. This Limited Warranty extends only to the Owner and is not transferable or assignable unless authorized by written agreement and signed by the Schluter-Systems Technical Services Director or otherwise prohibited by specific state or provincial law. This Limited Warranty gives you specific legal rights; some states and provinces do not allow disclaimers or other restrictions of implied warranties; some of the above disclaimers may not apply to you. No changes or modifications of any terms or conditions of this Limited Warranty are permitted unless duly authorized in writing by the Schluter-Systems Technical Services Director. This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other representations made by or on behalf of Schluter-Systems relative to the Products or the application of the Products and shall apply to any installation occurring on or after April 8, 2019. If the Products are used in conjunction with other Schluter-Systems products, a different Schluter-Systems warranty may apply. For the most current information and materials regarding Schluter-Systems warranties and programs, please visit [https://www.schluter.com/schluter-us/en\\_US/downloadfiles](https://www.schluter.com/schluter-us/en_US/downloadfiles).

**MAKING A CLAIM:** To make a claim under this Limited Warranty, the Owner must provide Schluter-Systems<sup>2</sup> with written notice within thirty (30) days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of such Products and/or all of its components and name and address of all installers and all invoices related to the original installation, failing which this Limited Warranty shall have no legal effect<sup>3</sup>. Schluter-Systems reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and/or defective Products.

All U.S. Claims shall be sent to:

Schluter Systems L.P.  
Attn: Warranty Claims Dept.  
194 Pleasant Ridge Road  
Plattsburgh, NY 12901-5841

All Canadian Claims shall be sent to:

Schluter Systems (Canada), Inc.  
Attn: Warranty Claims Dept.  
21100 chemin Ste-Marie  
Ste-Anne-de-Bellevue, QC H9X 3Y8

<sup>1</sup> If there are any conflicting terms between any Written Materials, the most recently updated document shall be deemed to control.

<sup>2</sup> This Limited Warranty is limited to sales of the Products made in and intended for use in the United States and Canada. For the purposes of this Limited Warranty, Schluter Systems L.P. shall offer warranty coverage to Owners located in the United States, and Schluter Systems (Canada) Inc. shall offer warranty coverage to Owners located in Canada.

<sup>3</sup> In the event that Owner fails to provide such required invoices relating to the original installation, Schluter-Systems shall pay Owner an amount equal to the average, reasonable costs of a comparable installation. If the parties fail to agree on such amount, such dispute shall promptly, and in the first instance, be submitted: (a) if a U.S. claim, to arbitration in Clinton County, New York, in accordance with the rules of the American Arbitration Association, or (b) if a Canadian claim, in the Province of Quebec, Canada, in accordance with the ADRIC Arbitration Rules. Any outcome of such arbitration proceeding shall be final and binding upon the parties hereto.