

50/10 WARRANTY COMPOSITION/PERFORMANCE

M-D warrants that Protegga Plus+[®] will meet all composition criteria for 50 years from the date of purchase. Additionally, Protegga Plus+[®] will conform to its performance criteria for 10 years from the date of purchase if the floor covering system was subjected to normal usage and installed in accordance with the Protegga Plus+[®] Installation Instructions and the installation standards of the Tile Council of North America (TCNA) and the Terrazo, Tile and Marble Association of Canada (TTMAC).

Disclaimer

This warranty is given in lieu of any other warranty expressed or implied including warranties, representations and conditions of merchantability. M-D 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, hurricane, tornado, earthquakes; acts of war, terrorism, intentional acts of destruction and fire shall not be covered under this warranty. Damage due to structural movement, excessive deflection or other failure of the substrate and damage to structural or sub floor elements from water are also not covered.

Acceptable materials and conditions

It is the responsibility of the owner/installer to ensure the suitability of all materials and associated building materials for the owner's intended use. It is recommended that the owner consults and/or obtains the services of an experienced and professional installer.

Warranty claims

For claims under this limited warranty, the owner must have completed the warranty registration within 30 days of installation and sent it to M-D at the address below. The warranty registration information must include the date and proof of purchase as well as the name and address of installers. Claims without a completed warranty registration cannot be honored. M-D must be notified in writing, at the address below, within 30 days of the discovery of the defect to request a claim. Failure to follow this procedure shall render the warranty null and void. The original owner must then, at M-D's discretion, allow an inspection of the installation. If upon inspection, M-D determines Protegga Plus+® fails to meet this warranty, then M-D will, at its discretion, reinstall or replace the failed portion of the floor covering system OR pay to the owner, an amount up to but not exceeding the original cost per square foot for the failed portion of the floor covering system OR pay to the owner. Additionally, due to conditions beyond the control of M-D, such as but not limited to, color and design availability, discontinuation of styles, normal wear and tear, M-D cannot guarantee exact matching of replacement tile, stone or other flooring materials to be used. M-D shall use or shall instruct to be used materials that conform to the contract requirements that are substantially similar to the original floor covering system. The floorcovering system includes Protegga Plus+[®], non-reusable floor surfaces, the appropriate adhesives, setting materials and labor.

The claim must be submitted and evaluated by M-D before any repair work is done. For any claim that is not valid, M-D will be reimbursed for reasonable charges, including travel and labor, associated with investigation of such claim.

This limited warranty extends only to the original owner as stated on the recorded warranty registration card and is not transferable. Further, this limited warranty replaces any and all previous written and oral warranties and is effective with any installation after January 1, 2019.

All warranty claims must be sent to:

M-D PRO Attention: Warranty Department 5720 Ambler Drive, Mississauga, Ontario, Canada L4W 2B1