



PROVA-FLEX®

50/10 WARRANTY

COMPOSITION / PERFORMANCE

M-D PRO warrants that PROVA-FLEX® will meet all composition criteria for 50 years from the date of purchase. Additionally, PROVA-FLEX® 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 PROVA-FLEX® Installation Instructions and the installation standards of the Tile Council of North America (TCNA).

Disclaimer

This 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, 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 provide M-D PRO, within 30 days of discovery of alleged defect in the Product covered by the Limited Warranty, written notice along with proof of purchase that includes date, proof of costs of installation and the name and address of installation professional. Failure to provide this information shall render this Limited Warranty null and void and claims will not be paid. The original owner must then, at M-D PRO's discretion, allow an inspection of the installation. If upon inspection, M-D PRO determines that PROVA-FLEX® fails to meet this warranty, then M-D PRO 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. In either case, any remediation will be subject to M-D PRO receiving a signed release of further liability from the owner. Additionally, due to conditions beyond the control of M-D PRO, such as but not limited to, color and design availability, discontinuation of styles, normal wear and tear, M-D PRO cannot guarantee exact matching of replacement tile, stone or other flooring materials to be used. M-D PRO 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 floor covering system includes PROVA-FLEX®, non-reusable floor surfaces, the appropriate adhesives, setting materials and labor.

The claim must be submitted and evaluated by M-D PRO before any repair work is done. For any claim that is not valid, M-D PRO 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 original bill of sale 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