



PROFILE OF INNOVATION

Schluter®-DITRA-HEAT System 15-Year Limited Warranty

LIMITED WARRANTY COVERAGE: Subject to the conditions and limitations as stated in this Schluter®-DITRA-HEAT System 15-Year Limited Warranty (the "Limited Warranty"), Schluter®-Systems warrants that its Schluter-DITRA-HEAT System (defined hereafter) will be free from manufacturing defects and will perform as described in the Schluter-DITRA-HEAT Installation Handbook and Schluter-DITRA-HEAT Technical Data Sheet (collectively, the "Written Materials"¹) for a period of fifteen (15) 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.

In order to receive coverage under this Limited Warranty, the Owner (defined hereafter) must complete and submit the warranty registration card and completed heating cable tests log to Schluter-Systems online at https://www.schluter.com/schluter-us/en_US/registerwarranty or via mail at the address provided hereafter within fourteen (14) days of installation. It is an installation requirement that the heating cable tests log be completed by the installer at the time of installation with a copy submitted to Schluter-Systems; it is recommended that the Owner retain the original logs. The heating cable tests log must include results for the following tests: "Test 1: Conductor Resistance," "Test 2: Conductor and Ground Braid Continuity," "Test 3: Insulation Resistance," and "Test 4: Thermostat Floor Temperature Sensor Test." **Failure to conduct these tests and submit the heating cable tests log will reduce or may void coverage under this Limited Warranty.**

In the event the heating cable tests log only includes results for "Test 1: Conductor Resistance," "Test 2: Conductor and Ground Braid Continuity," and "Test 4: Thermostat Floor Temperature Sensor Test," but does not include results for "Test 3: Insulation Resistance," the applicable warranty term shall be ten (10) years from the date of purchase. If the heating cable tests log does not include test results for "Test 1: Conductor Resistance," "Test 2: Conductor and Ground Braid Continuity," and "Test 4: Thermostat Floor Temperature Sensor Test," such installation does not qualify for coverage under this Limited Warranty; such installation may instead receive warranty coverage under the Schluter®-DITRA-HEAT and Schluter®-DITRA-HEAT-DUO Uncoupling Membrane 10-Year Limited Warranty.

For the purposes of this Limited Warranty, a "DITRA-HEAT System" is defined as Schluter-DITRA-HEAT or Schluter-DITRA-HEAT-DUO uncoupling membrane and Schluter®-DITRA-HEAT-E-HK heating cables; "Owner" is defined as the original end user of the property in which the DITRA-HEAT System is installed; and "Floor Covering Assembly" is defined to include the DITRA-HEAT System, non-reusable flooring 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 a DITRA-HEAT System 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 a DITRA-HEAT System, subfloor/substrate and all building materials in the installation and that the Written Materials are followed properly.

RESOLUTION: If a DITRA-HEAT System is installed and used in accordance with the terms and conditions as described hereinabove and such DITRA-HEAT System is 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 Floor Covering Assembly or (b) pay an amount not to exceed the original square foot cost of the installation of the Floor Covering 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. This Limited Warranty does not cover the cost of disconnection or installation.

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 DITRA-HEAT System, 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 a DITRA-HEAT System or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain a DITRA-HEAT System, 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 a DITRA-HEAT System (e.g. floor covering failure, excess point loading, overvoltage). This Limited Warranty excludes exterior applications and applications utilizing glass tile or other non-approved floor coverings, unless specifically approved in writing on a case by case basis by the Schluter-Systems Technical Services Director. Schluter®-DITRA-HEAT-E thermostats are specifically excluded from coverage under this Limited Warranty; warranty coverage for Schluter-DITRA-HEAT-E thermostats are limited and subject to the Schluter-DITRA-HEAT Thermostat 3-Year Limited Warranty. Any substitution of a non-Schluter-Systems product for a Schluter-Systems component in a DITRA-HEAT System voids this Limited Warranty.

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) a DITRA-HEAT System has been improperly stored or installed, (b) any component comprising a DITRA-HEAT System has been altered or otherwise modified in any way, (c) a DITRA-HEAT System is subject to abusive or abnormal use, lack of maintenance, or used in a manner other than that for which the DITRA-HEAT System was designed or in any way contrary to the Written Materials, (d) the nameplate numbers (electrical rating label) are not accessible, readable or recognizable or have been removed from the applicable heating cables or other components, if applicable, or (e) the Owner fails to return a copy of the completed heating cable tests log with the warranty registration card.

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. Schluter-Systems excludes and in no event shall have any liability for any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, arising out of or otherwise connected to failure of a DITRA-HEAT System. 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 a DITRA-HEAT System or the application of a DITRA-HEAT System and shall apply to any installation occurring on or after March 13, 2019. If the Schluter-DITRA-HEAT or Schluter-DITRA-HEAT-DUO uncoupling membrane are used in conjunction with other Schluter products, a different Schluter 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.

MAKING A CLAIM: To make a claim under this Limited Warranty, the Owner must provide Schluter-Systems² with written notice within thirty (30) days of any alleged defect in a DITRA-HEAT System covered by this Limited Warranty, together with date and proof of purchase of such DITRA-HEAT System 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 effect³. Schluter-Systems reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and/or defective DITRA-HEAT System.

All U.S. Claims shall be sent to: Schluter Systems L.P. Attn: Warranty Claims Dept. 194 Pleasant Ridge Road Plattsburgh, NY 12901	All Canadian Claims shall be sent to: Schluter Systems (Canada), Inc. Attn: Warranty Claims Dept. 21100 chemin Ste-Marie Ste-Anne-de-Belleveue, QC H9X 3Y8
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¹ If there are any conflicting terms between any Written Materials, the most recently updated document shall be deemed to control.

² This Limited Warranty is limited to sales of DITRA-HEAT Systems 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.

³ 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 ADRIAC Arbitration Rules. Any outcome of such arbitration proceeding shall be final and binding upon the parties hereto.