



PROFILE OF INNOVATION

Schluter®-DITRA-DRAIN 10-Year Limited Warranty

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, **Schluter-Systems*** warrants that **Schluter®-DITRA-DRAIN** (the "Product") will be free from manufacturing defects and will not rot, deteriorate or break down for a period of ten (10) years from the date of purchase only when the Product is used and installed in accordance with the terms and conditions of the Schluter®-DITRA-DRAIN Technical Data Sheet and industry standard guidelines that are not in conflict with the Data Sheet in effect at the time of installation. Further, efflorescence is considered to be a natural occurrence with cementitious materials and is therefore not considered to be a defective condition and is not covered by this warranty. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building materials for the owner's intended use. It is recommended that the owner consult with an experienced and professional installer.

RESOLUTION: If the Product fails to meet this warranty, then 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. Floor covering assembly is defined to include all DITRA-DRAIN materials, non-reusable flooring surfaces, and the appropriate setting and grouting materials. Further, 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 installation. In such events, substantially similar materials may be substituted.

DISCLAIMER: THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF **MERCHANTABILITY** OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SCHLUTER-SYSTEMS EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCT OR FLOORING SYSTEM OF WHICH IT IS PART, NOR MISUSE OF THE PRODUCT OR FLOORING SYSTEM, REGARDLESS OF ANY STRICT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF SCHLUTER-SYSTEMS, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCT OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. FOR THE MOST CURRENT INFORMATION AND MATERIALS REGARDING SCHLUTER SYSTEMS WARRANTIES AND PROGRAMS, PLEASE VISIT <https://www.schluter.com/DOWNLOADFILES>.

TRANSFERABILITY: This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated - herein referred to as "Owner") and is not transferable or assignable, unless approved in writing by the Technical Director or an Officer of Schluter-Systems or otherwise prohibited by specific state or provincial law.

MODIFICATIONS TO WARRANTY: No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by the Technical Director or an Officer of Schluter-Systems.

EFFECTIVE DATE: This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Schluter-Systems relative to the Product or the application of the Product and shall apply to any installation occurring on or after January 1, 2013.

CLAIMS ON THIS LIMITED WARRANTY: To make a claim under this Limited Warranty, the Owner must provide Schluter-Systems with written notice within 30 days of any alleged defect in the Product covered by this Limited Warranty, together with date and proof of purchase of the Product, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Schluter-Systems reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.

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

*For the purpose of this warranty **Schluter Systems, L.P.** shall provide the warranty for all products for end users located in the United States, and **Schluter Systems (Canada) Inc.** shall provide the warranty for all products for end users located in Canada. This warranty is limited to sales of the Product made in and intended for use in the United States and Canada.