



PROFILE OF INNOVATION

Schluter®-Systems Thin-Set Mortar One-Year Limited Warranty

LIMITED WARRANTY COVERAGE: Subject to the conditions and limitations as stated in this **Thin-Set Mortar One-Year Limited Warranty** (the "**Limited Warranty**"), Schluter®-Systems warrants that its Schluter-SET®, Schluter-ALL-SET®, or Schluter-FAST-SET® thin-set mortar products (collectively, the "**Product**") will be free from manufacturing defects and will not fail under normal usage for one (1) year when the Product is installed and used within its shelf life and in accordance with the terms and conditions of the Product's technical data sheet (the "**Technical Data Sheet**"), available at https://www.schluter.com/schluter-us/en_US/downloadfiles, and industry standard guidelines that are not in conflict with the Technical Data Sheet in effect at the time of installation.

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 Product for the user's intended purpose. It is the responsibility of the original end user of the property in which the Product is being installed (the "**Owner**") to consult with an experienced and professional installer to ensure the suitability of the Product, subfloor/substrate and all building materials in the installation and that the Technical Data Sheet is followed properly.

RESOLUTION: If the Product is installed and used within its shelf life and in accordance with the terms and conditions as described hereinabove and the Product is proven defective within the warranty period stated in this Limited Warranty, the Owner shall receive, as Owner's exclusive remedy and the sole obligation of Schluter-Systems, Schluter-Systems replacement Product for only that specific portion of the original installation proven defective and requiring replacement.

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 Product, 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, inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, faulty or negligent penetration of the Product or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain the Product, 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 Product (e.g. tile covering failure, excess point loading, overvoltage). This Limited Warranty excludes submerged and steam room applications and further excludes applications using glass tile, moisture sensitive stone, or other non-approved surface coverings, unless specifically approved in writing on a case by case basis by the Schluter-Systems Technical Services Director.

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** 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 the Product. 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 Product or the application of the Product and shall apply to any installation occurring on or after March 13, 2019. For the most current information and materials regarding Schluter-Systems warranties and programs, please visit www.schluter.com.

MAKING A CLAIM: To make a claim under this Limited Warranty, the Owner must provide Schluter-Systems 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 the Products and name and address of all installers, failing which this Limited Warranty shall have 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/or defective Product.

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