

# PROVA<sup>®</sup> by PRO

## Tile Installation Products

### PROVA<sup>®</sup> Tile Installation Products Limited Lifetime Warranty

**LIMITED WARRANTY COVERAGE:** All PROVA<sup>®</sup> Tile Installation Products (hereafter collectively referred to as “Products”) installed as part of a PROVA-SHOWER<sup>®</sup> system, PROVA<sup>®</sup> underlayment system, PROVA-MAT<sup>®</sup> waterproofing system, and PROVA BOARD<sup>®</sup> PLUS waterproofing and/or building substrate system will be free from manufacturing defects for the lifetime of the installation in its original, unaltered state, subject to the following conditions:

- 1) The Products are installed and maintained in accordance with their installation instructions and all associated written materials, which includes the exclusive use of premium polymer-modified thinset mortar that meets the requirements described by the most current, as of the installation date of the Products, version of the ANSI A118.15 standard: American National Standard Specifications for Improved Modified Dry-Set Cement Mortar.
- 2) The Products are installed in accordance with the installation standards of the Tile Council of North America (TCNA); the Terrazzo, Tile and Marble Association of Canada (TTMAC); or other industry standards that may be applicable at the time of installation.
- 3) The Products are subjected to normal usage in a Residential or Commercial application (defined hereafter).
- 4) The Owner (defined hereafter) is required to submit a fully completed Limited Lifetime Warranty Registration form—which can be found at [www.mdpro.com/prova/warranty](http://www.mdpro.com/prova/warranty) and will require, among other information, the Owner to provide the purchase date of the Products—within 60 days of the date the Products are purchased.

For the purposes of this Limited Lifetime Warranty, the aforementioned systems are defined as follows:

- 1) A PROVA-SHOWER<sup>®</sup> system is a shower system assembled with a combination, as defined by the installation instructions, of the following components only: PROVA-SHOWER KIT<sup>®</sup>, PROVA PAN<sup>®</sup>, PROVA UNIVERSAL EXTENSION KIT<sup>®</sup>, PROVA CURB<sup>®</sup>, PROVA DRAIN<sup>®</sup>, PROVA DRAIN GRATE<sup>®</sup>, PROVA-MAT<sup>®</sup>, PROVA JOINT<sup>®</sup>, PROVA CORNER<sup>®</sup>, PROVA PIPE SEAL<sup>®</sup>, PROVA LINEAR DRAIN KIT<sup>®</sup>, PROVA LINEAR DRAIN GRATE<sup>®</sup>, PROVA LINEAR PAN<sup>®</sup>, PROVA LINEAR PAN EXTENSION<sup>®</sup>, PROVA LINEAR PAN KIT<sup>®</sup>, PROVA PAN-MULTI<sup>®</sup>, PROVA PAN-MULTI EXTENSION KIT<sup>®</sup>, PROVA BOARD<sup>®</sup> PLUS, PROVA NICHE<sup>®</sup>, PROVA NICHE GLASS SHELF<sup>®</sup>, PROVA FASTENERS<sup>®</sup>, PROVA-SEAL<sup>™</sup>, and PROVA BOARD PAN ASSEMBLY KIT<sup>®</sup>, and/or PROVA FLEX-HEAT<sup>®</sup>.
- 2) A PROVA<sup>®</sup> underlayment system is an installation of PROVA-FLEX<sup>®</sup>, PROVA FLEX-HEAT<sup>®</sup>, or PROTEGGA<sup>®</sup> PLUS—including the use of all necessary waterproofing components for optional waterproofing applications, as defined by the installation instructions, which may include combinations of PROVA-MAT<sup>®</sup>, PROVA JOINT<sup>®</sup>, and PROVA CORNER<sup>®</sup>.
- 3) A PROVA-MAT<sup>®</sup> waterproofing system is an installation of PROVA-MAT<sup>®</sup> along with all necessary waterproofing accessories, as defined by the installation instructions, which may include combinations of PROVA JOINT<sup>®</sup>, PROVA CORNER<sup>®</sup>, and PROVA PIPE SEAL<sup>®</sup>.
- 4) A PROVA BOARD<sup>®</sup> PLUS waterproofing and/or building substrate system is an installation of PROVA BOARD<sup>®</sup> PLUS and/or PROVA NICHE<sup>®</sup> along with all necessary accessories, as defined by the installation instructions, which must include PROVA-SEAL<sup>™</sup> and may include PROVA FASTENERS<sup>®</sup>.

Any substitution of non-PROVA<sup>®</sup> Products for any of the Products referenced in the above definitions will void this Limited Lifetime Warranty.

Attention: Warranty Department  
5720 Ambler Drive  
Mississauga, Ontario, Canada, L4W 2B1  
1-800-565-6653 | [service@mdteam.com](mailto:service@mdteam.com)



Warranty registration & claims:  
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**EXCLUSIVE REMEDY:** If the Products are proven to be defective, M-D PRO®, at its sole election and discretion, will, as defined herein, a) reinstall or replace the failed portion of the Tile Assembly or b) reimburse the original Owner an amount not exceeding the original cost per square foot of the installation portion of the Tile Assembly proven to be defective. Tile Assembly is defined and limited to include all Products, non-reusable tile surfaces, and the appropriate setting and grouting materials.

M-D PRO® cannot guarantee or warrant that repaired or replaced Tile Assembly will be an exact match to the specific tile, stone, or other covering materials used in the installation, due to conditions beyond the control of M-D PRO®, such as, but not limited to, the passage of time (which may limit availability of the exact shade, pattern, and size of tile) and normal wear and tear or product discontinuation that make exact matching impossible. In such events, and at the sole election of M-D PRO®, substantially similar materials may be substituted.

**DISCLAIMER:** This Limited Lifetime 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, hurricanes, tornadoes, and earthquakes; and acts of war, including, but not limited to, terrorism, intentional acts of destruction, and fire shall not be covered under this Limited Lifetime Warranty. Structural or subfloor damage caused by water, and damage caused by structural movement, excessive deflection, or other substrate failures are not covered.

**NO ASSIGNMENT-TERRITORY:** This Limited Lifetime Warranty extends ONLY to the original Owner (defined as homeowner—owner of the premises/unit owner where the Products were originally installed), is applicable only for installations carried out in the United States and Canada and is not transferable or assignable unless otherwise prohibited by specific state or provincial law. For the purpose of this Limited Lifetime Warranty, Residential applications are defined as single-family detached dwellings used for housing, and Commercial applications are defined as multi-family dwellings, such as condominiums, apartments, and townhomes used for housing, not for short-term rental purposes.

**ACCEPTABLE MATERIALS AND CONDITIONS:** It is the responsibility of the Owner to ensure the suitability of all materials and all associated building materials for the intended use of the Products. The Owner is also responsible for ensuring the Products are stored in appropriate environments—environments away from direct sunlight, excessive moisture, and extreme temperatures—where they will not be damaged or tampered with before they are installed. The substrates on which the Products will be installed shall be level, clean, dry, structurally sound, and sufficiently load bearing. Any problematic pre-existing substrate conditions, such as moisture, hydrostatic pressure, or alkali presence, must be corrected prior to the installation of the Products. All Products used to install the PROVA-SHOWER® system, PROVA® underlayment system, PROVA-MAT® waterproofing system, or PROVA BOARD® PLUS waterproofing system must be ones named by the aforesaid definitions for the various systems. Any substitution of non-PROVA® Products for any of the Products will void this Limited Lifetime Warranty. All materials shall be suitable and specifically designed for the particular type of application. Unless otherwise indicated in a job specification or other associated written materials, all Products are for indoor use only. It is strongly recommended that the Owner consults and/or obtains the services of an experienced, reputable, and professional installer. M-D PRO® is explicitly not liable or responsible for determining the suitability of the Products for the intended use of the Owner.

**OWNER'S LEGAL RIGHTS:** This constitutes your entire expressed Limited Lifetime Warranty for the Products purchased and installed. To the extent permitted by law, any and all other warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are excluded. Any implied warranties arising by operation of law are limited in duration to the term of this Limited Lifetime Warranty. All other remedies—including, but not limited to, direct, indirect, special, incidental, or consequential damages, or for lost profits or business interruption loss—are excluded under any circumstances. In states or provinces where limitations on implied warranties may not be allowed, the above limitation may not apply to you. The present Limited Lifetime Warranty shall be governed by the laws of the United States and Canada and by the laws of the state or province in which the aforesaid Products were purchased. No implied warranty can be modified by any course of dealing, course of performance, or usage of trade. This Limited Lifetime Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and province to province. No representation, promise,

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affirmation, or statement by any employee or agent of M-D PRO® will be enforceable against M-D PRO® unless it is specifically included in this Limited Lifetime Warranty. This Limited Lifetime Warranty shall begin on the date of receipt of the fully completed Limited Lifetime Warranty Registration form for the PROVA® Tile Installation Products.

**FILING A CLAIM:** For Limited Lifetime Warranties that have been registered, M-D PRO® must be notified in writing or by submitting a claim at [www.mdpro.com/prova/warranty](http://www.mdpro.com/prova/warranty) within 30 days of any alleged defect to initiate a claim, including date and proof of purchase of the Products and installation costs, as well as the name, contact details, and address of the installers. The original Owner must then, at the discretion of M-D PRO®, allow an inspection of the installation, which may be carried out by M-D PRO® personnel or third-party inspectors of chosen by M-D PRO®. If, upon inspection, M-D PRO® determines the Products to be defective, M-D PRO® will, at its own discretion, supply replacement materials that conform to the contract requirements or issue a credit equal to but not exceeding the original purchase price for the portion of the Tile Assembly that has proven to be defective. The Tile Assembly includes Products, non-reusable tile surfaces, and the appropriate setting and grouting materials. The claim must be submitted and evaluated by M-D PRO® before any repair work is done. Failure to meet any of these conditions will void this Limited Lifetime Warranty. M-D PRO® reserves the right at its election and as a condition of this Limited Lifetime Warranty to inspect the alleged failure and defect prior to any repair.

**INVALID CLAIMS:** For any claim under this Limited Lifetime Warranty that is not valid, M-D PRO® will be paid reasonable charges, including travel and labor, associated with investigation of such claim.

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