

MAPEI®: Limited term project warranty

FLEXSNAP^{mc} de Flextherm Inc

WARRANTY COVERAGE: MAPEI Inc, subject to the terms and conditions set forth below, warrants that the following MAPEI products will be free from manufacturing defects and will not break down or deteriorate under normal usage or lose their bonding performances for the term of this warranty when used in accordance with our Technical Data Sheets and other installation and maintenance instructions, applicable building codes and regulations, and standard industry practices.



Issued By: Pierre Hébert Manager of Technical Services, Mapei Inc.

PROJECT COVERED BY THIS WARRANTY:

Type of project: residential and light commercial

“residential” means a job installation utilizing MAPEI products at a single-family detached or semidetached dwelling, or an individual condominium unit; (c) “light commercial” means a job installation utilizing MAPEI products at multi-family residential projects (such as for condominium complexes, cooperatives, apartments, timeshares and mandatory homeowner associations

Products covered by this limited term warranty:

Ultracontact	five (5) year term
Ultraflex LFT	five (5) year term
Ultracontact RS	ten (10) year term

With MAPEI grout

CONDITIONS OF COVERAGE: (1) The products must be used within the shelf life specified on their containers or technical datasheets. (2) The products must be used for a suitable and compatible use. (3) Only products from the MAPEI system of products covered by this warranty must be used for this warranty to be effective. (4) The products must not be mixed or used in combination with any other product which is not a product manufactured by MAPEI with the exception of FlexSnap™. (5) The ceramic or stone tiles must be installed as per the guide “COMPATIBILITY OF MAPEI MORTARS WITH THE FLEXSNAP™ INSTALLATION SYSTEM BY FLEXTHERM (Version 1.0)” available from Flextherm Inc.

EXCLUSIONS FROM WARRANTY COVERAGE: MAPEI Inc. is not responsible for any of the following, which include by way of illustration but are not limited to:

- a) damages caused by structural failure, inadequate sub-flooring, improper sub-floor or substrate preparation, faulty structural design, cracking of the concrete slab
- b) damages caused by Acts of God, including, but not limited to hurricane, flooding, fire or other type of natural disaster, or as a result of unforeseen circumstances;
- c) damages caused by acts of negligence, or product misuse or abuse; improper or wrong application of the product by the installer; failure to comply with our product installation and maintenance instructions, applicable building codes and regulations, or standard industry practices;
- d) damages caused by a water table above the concrete substrate, due to improper drainage resulting therefore in a hydrostatic pressure condition or due to water damage ;
- e) normal wear and tear resulting from usage; f) any cracking of ceramic tile, stone, agglomerated tile or grout ;
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- g) damages due to vandalism;
- h) lack of installing movement joint around the perimeter of the room and at the base of any restraining surfaces (by way of example but not limited to columns, countertops, cabinets, etc) such as but not limited to sealants) and;
- i) damages due to improper maintenance or improper use of cleaning chemicals.

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FLEXSNAP (cont'd)

YOUR LEGAL RIGHTS: This constitutes your entire express warranty for the system of products purchased. To the extent permitted by law, 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 WARRANTY. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from province to province. This warranty: (a) is limited to the original purchaser and is non-transferable; (b) shall commence on product purchase and shall end five (5) years later when using Ultracontact or Ultraflex LFT or ten(10) years later when using Ultracontact RS c) replaces all previous warranties; and (d) applies to purchases within Canada.

FILING A CLAIM: To file a claim under this warranty, you must contact us, in writing, within fifteen (15) days of the discovery of the alleged manufacturing defect in our products, at MAPEI Inc., Attn: Technical Service Department, 2900 Francis Hughes, Laval, Quebec, Canada H7L 3J5 (1-800-361-9309). We have the right to physically inspect an installation site and obtain samples from that job installation and of our product used in that installation before we determine the validity of your claim. Your claim must be received and evaluated by us before any repair work is performed. .

YOUR EXCLUSIVE REMEDY: If your claim is valid under this warranty and our products are proven defective, you will receive, as your sole remedy, the replacement and reimbursement of your reasonable and substantiated costs and labor for only that specific portion of the original installation requiring replacement including MAPEI products and FlexSnap™. 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, but some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The present warranty shall be governed by the laws of Canada and the laws of the province in which the aforesaid products were purchased.