

## UltraCare<sup>™</sup> Stone, Tile & Grout Care Solutions 1-Year Product Limited Warranty





# **WAPE** UltraCare<sup>™</sup> Stone, Tile & Grout Care Solutions 1-Year Product Limited Warranty

Print this warranty, check the box of each product purchased	attach the proof of purchase and
keep with project documents.	

	□Enhancing Stone Sealer □Enhancing Plus Stone Sealer □Grout Sealer	
	□Penetrating Plus SB Stone & Porcelain Tile Sealer	
Sealers	□Penetrating Stone, Tile & Grout Sealer	
	□Penetrating Plus Stone, Tile & Grout Sealer	
	□Penetrating SB Stone, Tile & Grout Sealer □Grout Maximizer	
Finishes	□High-Gloss Sealer & Finish □Low-Sheen Sealer & Finish	
Cleaners	□Abrasive Surface Cleaner □Acidic Tile & Grout Cleaner □Concentrated Tile & Grout Cleaner □Everyday Stone & Grout Cleaner & Resealer □Everyday Stone Clean & Polish □Everyday Stone, Tile & Grout Cleaner □Heavy-Duty Stone, Tile & Grout Cleaner	
Problem-Solvers	□Cement Grout Haze Remover □Epoxy Grout Haze Remover □Heavy-Duty Sealer & Coating Stripper □ <i>Grout Refresh</i> ™ □Grout Release □Sulfamic Acid Crystals	

#### WARRANTY COVERAGE:

MAPEI Corporation ("MAPEI"), subject to the terms and conditions set forth below, warrants that our products will be free from manufacturing defects and will not fail under normal usage for the applicable warranty period stated in this limited warranty ("warranty"), when the products purchased are used within their shelf life and according to (a) the technical data sheets and other written materials issued by MAPEI for the products (collectively, the "Product Literature") which are in effect at the time of the installation and (b) governmental regulations and codes, and standard industry practices.

#### **EXCLUSIONS FROM WARRANTY COVERAGE:**

The following are specifically excluded from coverage under this warranty: structural failure, inadequate subflooring, or improper subfloor preparation; damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disasters, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with our Product Literature, applicable building codes and regulations, and standard industry practices; variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials; changes in color due to exposure to sunlight and age; subfloor moisture or water damage; normal wear and tear resulting from usage; efflorescence and shading inherent in all cementitious products; and cracking due to structural movement, excessive deflection or other failure of the substrate. It is expressly understood that your purchase of our products acknowledges that MAPEI is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose.

#### YOUR LEGAL RIGHTS:

This constitutes your entire express warranty for the products purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of <u>MERCHANTABILITY</u> and <u>FITNESS FOR</u> <u>A PARTICULAR PURPOSE</u> are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. MAPEI WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION 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 state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF MAPEI WILL BE ENFORCEABLE AGAINST MAPEI UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. This warranty: (a) shall commence on the date of purchase of our products and shall end as specified in this warranty; (b) is limited to the original purchaser and is nontransferable; and (c) applies only to purchases and installations of the products within the United States on or after February 5, 2019.

#### FILING A CLAIM:

To file a claim under this warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of the alleged manufacturing defect in our products, at MAPEI Corporation, Attn: Technical Services Department, 1144 East Newport Center Drive, Deerfield Beach, Florida 33442. Proof of purchase must be submitted with any notice of claim. We have the right, without any obligation, to physically inspect, perform testing, and obtain samples at the site where the warranty claim occurred, or to engage an independent third party for those services before we determine the validity of your claim. In order to perform (or have performed) the services described in the prior sentence, the owner of the site consents to total access for such services and agrees to pay for those services and all related costs of MAPEI if the claim is invalid under this warranty. Your claim must be received and evaluated by us before any repair work is performed; otherwise, this warranty will be null and void. For the most up-to-date information regarding our warranty program and policy, please refer to our website at www.mapei.com/US-EN.

#### YOUR EXCLUSIVE REMEDY:

If your claim is valid under this warranty and our product is proven defective within the respective warranty period stated in this warranty, you will receive, as your sole remedy and at MAPEI's own option: (a) replacement product for only that specific portion of the original installation requiring replacement, or (b) payment of an amount for the purchase price of the original product proven to be defective. Due to conditions beyond the control of MAPEI (e.g., color and shade availability, discontinuation, normal wear and tear), MAPEI cannot guarantee or warrant an exact match to the product used in the original installation.

### All products shown must be installed according to their Technical Data Sheets. http://www.mapei.com/US-EN/ Technical Services Product Support 1-800-992-6273

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1-800-42-MAPEI (1-800-426-2734) • www.mapei.com/US-EN