

Mapeheat[™] **Floor-Heating Products** 25-Year Product Limited Warranty

MAPEI's Best-BackedSM Warranty Program



1-800-42-MAPEI (1-800-426-2734) • www.mapei.ca



A “Product Warranty” for the following named products applies to an individual product or product pairing from a single product category.

An online warranty registration form must be completed at www.mapeheatwarranties.com within thirty (30) days from the date of installation and kept by the owner of the building, together with a copy of testing logs, relevant invoice or proof of purchase, and photographs showing the product(s) in their entirety after installation but before covering with flooring materials.

Print this warranty, mark each product purchased and keep with project documents.

Membranes

- ▶ *Mapeheat Mat*
- ▶ *Mapeheat Membrane*

Electric Heating Cable

- ▶ *Mapeheat Cable*

WARRANTY COVERAGE:

MAPEI Inc. ("MAPEI"), subject to the terms and conditions set forth below, warrants that its products will be free from defects under normal usage for the applicable warranty period stated in this limited warranty ("warranty"), when the product purchased is used for residential installations and according to (a) the technical data sheets and other written material issued by MAPEI for the product (collectively, the "product literature") which are in effect at the time of the installation, and (b) governmental regulations and codes, and standard industry practices. For purposes of this warranty, the word "residential" means a single-family detached or semi-detached dwelling, or an individual condominium unit. Installations in public places, commercial establishments and other applications may be afforded up to a 25-year warranty coverage only on a case-by-case basis by prior written approval of the Technical Services Manager of MAPEI. Notwithstanding anything to the contrary, this warranty does not apply where the products or systems of products are used for exterior applications, submerged applications, or for applications involving glass tiles, resin-backed tiles, large-format tiles less than 5.5 mm in thickness, and/or moisture-sensitive stones. Mapeheat thermostats are specifically excluded from coverage under this Limited Warranty.

EXCLUSIONS FROM WARRANTY COVERAGE:

This warranty does not apply to the following situations:

- (a) damages caused by structural failure, inadequate subflooring, or improper subfloor or substrate preparation, or faulty structural design;
- (b) damages caused by Acts of God, including, but not limited to hurricanes, flooding, earthquakes, fires or other types of natural disasters, 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;
- (d) failure to comply with our product literature, applicable building codes and regulations, and standard industry practices;
- (e) variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials;
- (f) subfloor moisture or water damage;
- (g) normal wear and tear resulting from usage;
- (h) cracking due to structural movement, excessive deflection or other failure of the substrate;
- (i) damages due to vandalism;
- (j) damages due to improper maintenance or improper use of cleaning chemicals;
- (k) damages caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR);
- (l) damages caused by exposure to inappropriate, excessive or extreme temperatures; and
- (m) damages to Mapeheat floor-heating systems where electrical components were connected or tested by an unlicensed or otherwise unqualified electrician.

Moreover, by your purchase of its products, you expressly acknowledge and agree that MAPEI cannot be held responsible or liable for determining the suitability or compatibility of its products for the user's intended purpose. Type, thickness, and format of the tile, stone, laminate, engineered wood or luxury vinyl floor covering must be suitable for the intended application. The products must not be used in combination with any other product that is not manufactured or approved by MAPEI or nVent NUHEAT.

YOUR LEGAL RIGHTS:

This constitutes the entire warranty for the MAPEI products or systems 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. All other remedies including, but not limited to, direct, indirect, special, incidental or consequential damages, or for lost profits or business interruption losses are excluded under any circumstances. Yet, some provinces may not allow limitations on implied warranties, so the above limitation 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 MAPEI products or systems of products were purchased. 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. 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 shall commence on the date of installation of the MAPEI products or systems of products and shall end as specified in this warranty; is limited to the original purchaser and is non-transferable; and applies only to purchases within Canada of MAPEI products or systems of products made on or after October 22, 2019.

FILING A CLAIM:

To file a claim under this warranty, you must contact MAPEI, in writing, within fifteen (15) days of your knowledge of the alleged manufacturing defect in our product or system of products, at MAPEI Inc., Attn: Technical Services Department, 2900 Francis Hughes, Laval, Quebec, Canada H7L 3J5. Proof of purchase of the alleged defective product or system of products must be submitted with any notice of claim. MAPEI has the right to physically inspect the job installation site, perform testing and obtain samples from that job installation and of the product or system of products used in that installation where the alleged warranty claim occurred before MAPEI determines the validity of your claim. MAPEI may engage independent third parties to perform such inspection, testing and taking samples as aforesaid. At all times, the claimant hereunder shall provide MAPEI and any of its representatives, with full access to the owner of the site. Your claim must be received and evaluated by MAPEI before any repair work is performed; otherwise, this warranty will be null and void.

YOUR EXCLUSIVE REMEDY:

If your claim is valid under this warranty and our product is proven defective, you will receive, as your sole remedy and at MAPEI's own option: (a) replacement products for only that specific portion of the original installation requiring replacement or (b) payment of an amount for the purchased price of the original product proven to be defective. If the installation was done by a MAPEI or nVent NUHEAT Certified Pro Installer, MAPEI will undertake to restore the floor to its original state, or, if not possible – due to conditions beyond the control of MAPEI (e.g., color and shade availability, discontinuation, normal wear and tear) – to an equivalent standard, at no cost to the buyer.

All products shown must be installed according to their Technical Data Sheets.

Technical Services Support Center
1-800-361-9309

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