

# Tile & Stone Installation Systems 10-Year Commercial System Limited Warranty





### MAPEI® Tile & Stone Installation Systems 10-Year Commercial System Limited Warranty

This "10-Year Commercial System Limited Warranty," hereafter "warranty," must include a MAPEI product for each layer listed in the design specification.

If your system includes a product(s) not listed on this page, refer to the MAPEI warranty that lists the product(s) in question. In such case, the term of your system warranty (years) shall default to the product with the shortest-term warranty.

Print this warranty, check the box of each product purchased, attach the proof of purchase and keep these documents in your files for future reference.

All products or pairings of products shown must be installed according to the "Product Literature."

Moisture-Control Products	□ Planiseal® VS □ Planiseal VS Fast
Surface-Preparation Products	□4 to 1™ Mud Bed Mix □4 to 1 Mud Bed Mix mixed with Planicrete® AC □ECO Prim Grip™ □Mapecem® □Mapecem Premix □Mapecem Quickpatch □Mapeguard® ST □Mapeguard UM □Mapelath™ □Mapesand™ Coarse □Mapesand Fine □Modified Mortar Bed □Novoplan® 2 Plus □Novoplan Easy Plus □Planibond® EBA □Planicrete® AC □Planipatch® □Planislope™ RS □Planitop® 330 Fast □Primer E™ □Primer L™ □Primer T™ □Primer WE™ □Topcem™ Premix □Ultraplan® 1 Plus □Ultraplan Easy □Ultraplan Extreme 2 □Ultraplan Lite □Ultraplan LSC □Ultraplan M20 Plus □Ultraplan QuickTraffic
Waterproofing Products	<ul> <li>□ Mapeguard Combo Pack</li> <li>□ Mapeguard PC</li> <li>□ Mapeguard POC</li> <li>□ Mapeguard WP 200</li> <li>□ Mapeguard WP ST</li> <li>□ Mapelastic® 315 (with Fiberglass Mesh and/or Mapeband™)</li> <li>□ Mapelastic AquaDefense (with MAPEl's Reinforcing Fabric and/or Mapeband per the Technical Data Sheet)</li> <li>□ Mapelastic HPG (with Fiberglass Mesh and/or Mapeband)</li> </ul>
Crack-Isolation Products	□ Mapeguard 2 (with MAPEI SM Primer™ or MAPEI SM Primer Fast) □ Mapeguard UM □ Mapeheat™ Membrane (formerly Mapeguard Heat) □ Mapelastic CI □ Mapesonic™ 2 (with MAPEI SM Primer or MAPEI SM Primer Fast)
Mortars	□ Adesilex™ P10 □ Adesilex P10 mixed with Keraply® (submerged areas) □ Granirapid® System □ Ker® 121 □ Kerabond® □ Kerabond T □ Kerabond/Keralastic™ System □ Kerabond T / Keralastic® System □ Keraflex™ Plus □ Keraflex RS □ Keraflex SG □ Keraflex Super □ Keraflor® mixed with Keraply □ Kerapoxy® □ Kerapoxy 410 □ MAPEI Ultralite™ Mortar □ MAPEI Ultralite Mortar Pro □ MAPEI Ultralite S1 Quick □ MAPEI Ultralite S2 □ Planicrete W □ Ultracontact™ □ Ultracontact RS □ Ultraflex™ 1 □ Ultraflex 2 □ Ultraflex 3 □ Ultraflex LFT™ □ Ultraflex LFT Rapid □ Ultraflex LHT® □ Ultraflex RS



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Additives	□ Keralastic □ Keraply □ Planipatch Plus® □ UltraCare™ Grout Maximizer
Mastics	□Type 1 <sup>™</sup> □Ultramastic ECO <sup>™</sup>
Grouts	□ Keracolor® S □ Keracolor U □ Kerapoxy □ Kerapoxy CQ □ Kerapoxy IEG CQ □ MAPEI Flexcolor® 3D □ MAPEI Flexcolor CQ □ Ultracolor® Plus FA
Caulks and Sealants	□Keracaulk® S □Keracaulk U □Mapesil™3D □Mapesil T
Shower-Installation Products	□ ShowerPerfect™ Drain Strainer □ ShowerPerfect Linear Drain Assembly Kit □ ShowerPerfect LM Installation Kit □ ShowerPerfect SM Installation Kit

### **Tile & Stone Installation Systems** 10-Year Commercial System Limited Warranty

#### **WARRANTY COVERAGE:**

MAPEI Inc., 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 within its shelf life 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 "commercial" means a job installation utilizing MAPEI products at multi-family residential projects (such as for common areas in condominiums, for cooperatives, for apartments, for timeshares and for mandatory homeowner associations), public places and other commercial establishments.

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

This warranty does not apply in following situations, but are not limited to:

- (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 hurricane, flooding, earthquake, fire or other types 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 Literature, applicable building codes and regulations, and standard industry practices;
- (d) variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials;
- (e) changes in color due to exposure to sunlight and age;
- (f) subfloor moisture or water damage;
- (g) normal wear and tear resulting from usage;
- (h) efflorescence and shading inherent in all cementitious products;
- (i) cracking due to structural movement, excessive deflection or other failure of the substrate;
- (j) damages due to vandalism;
- (k) damages due to improper maintenance or improper use of cleaning chemicals;
- (I) damages caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR); and
- (m) damages caused by exposure to inappropriate, excessive or extreme temperatures.

Moreover, it is expressly understood that, by your purchase of our products, you acknowledge that MAPEI cannot be held responsible or liable for determining the suitability or compatibility of our products for the user's intended purpose. The products must not be mixed or used in combination with any other product that is not manufactured by MAPEI or approved by MAPEI.

#### YOUR LEGAL RIGHTS:

This constitutes your entire express warranty for the system 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 loss 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 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 purchase of our system and shall end as specified in this warranty; is limited to the original purchaser and is nontransferable; and applies only to purchases within Canada of those systems made on or after July 2, 2019.

#### FILING A CLAIM:

To file a claim under this warranty, you must contact us, in writing, within fifteen (15) days of your knowledge of the alleged manufacturing defect in our product, at MAPEI Inc., Attn: Technical Services Department, 2900 Francis Hughes, Laval, Quebec, Canada H7L 3J5. Proof of purchase of the alleged defective product must be submitted with any notice of claim. We have the right to physically inspect the job installation site, perform testing and obtain samples from that job installation and of our product used in that installation where the alleged warranty claim occurred before we determine the validity of your claim. We may engage independent third parties to perform such inspection, testing and taking samples as aforesaid. In order to perform (or have performed) the services described in the prior sentence, the person or entity filing a claim hereunder shall provide MAPEI with full access to owner's site and agrees to pay 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 additional information regarding our warranty policy, please refer to our website at www.mapei.ca.

#### YOUR EXCLUSIVE REMEDY:

If your claim is valid under this warranty and if a MAPEI approved "system" of products is actually used in your project and any of those products are proven defective, you will receive, as your exclusive remedy, and at MAPEI's own option: (a) replacement products and the reimbursement of your reasonable and substantiated material and labor costs for only that specific portion of the original installation requiring replacement, including flooring, not to exceed the per square meter cost of the original installation; or (b) payment of an amount not to exceed the square meter cost of the original installation for the portion of the system of products 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 specific tile, stone, or other flooring materials used in the original installation. In such event, substantially similar materials shall be substituted.

ALL PRODUCTS SHOWN MUST BE INSTALLED ACCORDING TO THEIR PRODUCT LITERATURE.

www.mapei.ca
Technical Services Product Support
1-800-361-9309