

25 Year System Limited Warranty (United States and Canada)

DS-025.0-1120

Globally Proven Construction Solutions

APPLICATION	PRODUCTS
Underlayment	NXT® LEVEL PLUS SUPERCAP® SC500 Plus
Primer	NXT PRIMER SUPERCAP Primer Plus PRIME-N-BOND™
Floor Warming [^]	STRATA_HEAT Wire STRATA_HEAT STRATA_HEAT HEAT Packs 114-XLT with STRATA_HEAT Thermal Packs
Vapor Reduction	VAPOR BAN™ Primer ER NXT Vapor Reduction Coating SUPERCAP Moisture Vapor Control
Waterproofing/ Anti-Fracture	HYDRO BAN⊚ 9235 Waterproofing Membrane HYDRO BAN Cementitious Waterproofing Membrane
Exterior Veneer Waterproofing / Anti- Fracture Membrane	MVIS™ Air & Water Barrier LATAPOXY® Waterproof Flashing Mortar
Waterproofing	HYDRO BAN Sheet Membrane LATAPOXY Waterproof Flashing Mortar HYDRO BAN Quick Cure
Shower System	HYDRO BAN Pre-Sloped Shower Pan (and applicable accessories) HYDRO BAN Linear Pre-Sloped Shower Pan (and applicable accessories) HYDRO BAN Shower & HYDRO BAN Shower Kits HYDRO BAN Linear Drain (and applicable accessories) HYDRO BAN Bonding Flange Drain (and applicable accessories) HYDRO BAN Board (and applicable accessories) 4-XLT ^Δ
Sound Control/ Anti-Fracture	125 TRI MAX® 170.3 OR 170.5 Sound & Crack Isolation Mat FRACTURE BAN™ 40 OR 90 FRACTURE BAN Primer
Plaza & Deck	Plaza and Deck System
Uncoupling	STRATA_MAT™ STRATA_MAT XT
Thick Bed Method	3701 Fortified Mortar Bed MVIS Premium Mortar Bed MVIS Lite Wall Float 3701 Lite Mortar / 3701 Lite Mortar R Quick Cure Mortar Bed
Slurry Bond Coat	257 TITANIUM™ 254 Platinum
Thin Bed / Adhesive Method	257 TITANIUM 254 Platinum (regular or rapid version) LATAPOXY 300 Adhesive OR BIOGREEN™ 300 Glass Tile Adhesive Lite LATICRETE® SELECT-BOND™ (+ High Performance [ANSI A118.15] Kit) MVIS Hi-Bond Veneer Mortar (regular or rapid version) MVIS Thin Brick Mortar MVIS Lightweight Mortar
Large, Heavy Tile Method	MULTIMAX™ Lite TRI-LITE™ MVIS Veneer Mortar
Spot Bonding	LATAPOXY 310 Stone Adhesive - Standard and Rapid Grade
Grouting / Pointing	SPECTRALOCK® PRO Premium Grout (non-industrial applications) SPECTRALOCK PRO Grout (non-industrial applications) SPECTRALOCK 1 Pre-Mixed Grout PERMACOLOR® Grout PERMACOLOR Select MVIS Premium Pointing Mortar MVIS Pointing Mortar
Sealant†	LATASIL™ LATASIL 9118 Primer

[†] Use of suitable flexible sealant is required per Tile Council of North America Detail EJ171 for use in expansion joints, coves, corners, changes in plane and other joints or wherever tile or stone abuts dissimilar materials or restraining surfaces.

LIMITED WARRANTY

Subject to the conditions and limitations stated in this limited warranty statement (this "Limited Warranty"), LATICRETE INTERNATIONAL, INC. ("LATICRETE") warrants that the LATICRETE® products listed on this document ("Products") will be free from manufacturing defects and will not break down or deteriorate under normal usage when installed in accordance with the written specifications of LATICRETE and industry standard guidelines. For this Limited Warranty to apply, all of the applications that comprise the installation must be performed exclusively with one or more of the Products listed in this document for each application (refer to chart at left). This Limited Warranty can also be found online at https://laticrete.com/en/support-anddownloads/product-support/warranties. LATICRETE'S responsibility for defective Products is limited to repair or replacement as described below in this Limited Warranty.

NO ASSIGNMENT; SCOPE OF COVERAGE

LATICRETE extends this Limited Warranty only to the original purchaser of the Product ("you") and only for the duration of the Warranty Period. This Limited Warranty is not transferable or assignable It does not extend to any subsequent owner or other transferee of the Product, and therefore there shall be no third party beneficiary to this Limited Warranty. If you purchased your Product from LATICRETE, you may obtain coverage under this Limited Warranty. AS TO ALL OTHERS, LATICRETE MAKES NO AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE.

WARRANTY PERIOD

This Limited Warranty starts on the date of your purchase of the Product and lasts for twenty five (25) years (the "Warranty Period"). The Warranty Period is not extended if LATICRETE repairs or replaces your Product. LATICRETE may change the availability of this Limited Warranty at its discretion, but any changes will not be retroactive.

DISCLAIMER

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM, AND LARGE BUSINESSES, PROFESSIONAL INSTALLERS, AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND **RESELLERS**: This paragraph only applies to you if you purchase Products from LATICRETE for resale or for commercial or professional purposes. LATICRETE'S RESPONSIBILITY FOR DEFECTS IN MANUFACTURING OR FOR A PRODUCT'S BREAK DOWN OR DETERIORATION UNDER NORMAL USE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED

Δ 4-XLT for use to install HYDRO BAN® Pre-Sloped Shower Pans to substrate only.

Λ Floor Warming Thermostat and STRATA_HEAT™ Thermostat sold by LATICRETE warrants parts and materials for one (1) year from the date of purchase. The sole remedy for the Floor Warming Thermostats and STRATA_HEAT Thermostats is product replacement (see Data Sheet 230.13 for full details on the LATICRETE® Product Limited

^{††4-}XLT with STRATA_HEAT Thermal Packs when used as a large & heavy tile adhesive mortar.



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WARRANTY. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR LATICRETE PRODUCTS, LATICRETE PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT. LATICRETE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

FOR CONSUMERS: This paragraph applies to you only if you purchase Products from LATICRETE that are normally used for personal, family or household purposes other than for resale, or for commercial or professional use. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. LATICRETE'S RESPONSIBILITY FOR **DEFECTS** MANUFACTURING OR FOR A PRODUCT'S BREAK DOWN OR DETERIORATION UNDER NORMAL USE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. LATICRETE LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE WARRANTY PERIOD. NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED BELOW IN THE "EXCLUSIVE REMEDY" SECTION BELOW ARE YOUR SOLE AND EXCLUSIVE REMEDIES, AND LATICRETE'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS LIMITED WARRANTY. LATICRETE'S LIABILITY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL LATICRETE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

EXCLUSIVE REMEDY

The sole and exclusive remedy for a breach of this Limited Warranty is replacement of only the specific portion of the installation that is proven to be defective. LATICRETE will pay for replacement of its own products and replacement of finishing materials, as well as for labor for the replacement installation, provided that LATICRETE will not pay more for the replacement than the original purchase price of the portion being replaced as calculated on a square-foot (or, if applicable, square-meter) basis. LATICRETE will not pay for replacement of any portion of the installation that is not proven to be defective.

In the event that the sole and exclusive remedy described above fails of its essential purpose, the liability of LATICRETE is limited to the monetary value, on a square-foot (or, if applicable, square-meter) basis, of the original purchase price of the portion being replaced.

EXCLUSIONS

This Limited Warranty does not cover any damage due to (a) transportation; (b) storage; (c) improper use; (d) failure to follow LATICRETE's Product instructions and industry standard guidelines; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions beyond LATICRETE's reasonable control, including cracking due to structural movement, excessive deflection or other failure in the substrate.

Please refer to individual product data sheets available at https://laticrete.com/en/support-and-downloads/product-support/data-sheets for specific guidelines.

This Limited Warranty also excludes (a) any Products used in any exterior facades with ceramic tile, stone, adhered masonry veneer, or thin brick installed over substrates with steel or wood framing (see Data Sheet 230.15 for such applications) and (b) any ceramic tile, stone or quarry/packing house tile installed in commercial and industrial kitchens (see Data Sheet 230.10IG for such applications).

This Limited Warranty does not apply to the Floor Warming Thermostat and STRATA_HEAT™ Thermostat sold by LATICRETE – please see Data Sheet 230.13 for full details on the LATICRETE warranty terms that apply to these products.

**Note: Efflorescence is a normal condition of Portland cement mortars and is not a defective condition.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, you must notify LATICRETE in writing within thirty (30) days of the discovery of the alleged manufacturing defect. At the option of LATICRETE, you may be required, as a condition of this limited warranty, to provide proof of product purchase and use.



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Address your claim to:

LATICRETE International, Inc.
1 LATICRETE Park North
Bethany, CT 06524-3423 USA
Attn.: Technical Services Department

SEVERABILITY

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

TECHNICAL INFORMATION

Technical assistance and information are available by calling the LATICRETE **Technical Services Line**:

Toll Free: 1.800.243.4788, ext. 1235 Telephone: +1.203.393.0010, ext. 1235

Fax: +1.203.393.1948 Web: <u>www.laticrete.com</u>

Data Sheets are subject to change without notice. For the latest versions of Data Sheets, please visit our website.