



PROFILE OF INNOVATION

## Schluter®-Systems Lifetime Thin-Set System Extended Limited Warranty

**LIMITED WARRANTY COVERAGE:** Subject to the conditions and limitations as stated in this **Lifetime Thin-Set System Extended Limited Warranty** (the "**Limited Warranty**"), Schluter®-Systems warrants that a Thin-Set System (defined hereafter) will be free from manufacturing defects and will perform as described in the applicable installation handbook(s) and/or technical data sheet(s) (collectively, the "**Written Materials**") for the lifetime (defined hereafter) of such Thin-Set System when installed in a Residential or Commercial application (defined hereafter) and used in accordance with the terms and conditions of the Written Materials and industry standard guidelines that are not in conflict with the Written Materials in effect at the time of installation. In order to extend warranty coverage for Schluter®-DITRA or Schluter®-DITRA-XL uncoupling membranes, Schluter®-Shower System, Schluter®-KERDI or Schluter®-KERDI-DS waterproofing membranes, or Schluter®-DITRA-HEAT floor warming system to lifetime coverage under this Lifetime Thin-Set System Extended Limited Warranty, Owner must complete and submit the Thin-Set System Registration to Schluter-Systems, available at [www.schluter.com](http://www.schluter.com), or submit proof of purchase and installation information (including installation date, installer's name and address) to Schluter-Systems at the address provided hereafter within ninety (90) days of installation.

For the purposes of this Limited Warranty, a "**Thin-Set System**" is defined as Schluter-DITRA or DITRA-XL uncoupling membranes, Schluter-Shower System, Schluter-KERDI-BOARD within a Schluter-Shower System, Schluter-KERDI or KERDI-DS waterproofing membranes, or Schluter-DITRA-HEAT or Schluter-DITRA-HEAT-DUO uncoupling membrane installed with Schluter-SET®, Schluter-ALL-SET®, or Schluter-FAST-SET® thin-set mortar; "**Owner**" is defined as the original end user of the property in which a Thin-Set System is installed; "**Lifetime**" is defined as that period of time that the original Thin-Set System installation remains unchanged and under the ownership of the Owner; "**Residential**" applications are defined to include Thin-Set System installations in single family detached residential dwellings; and "**Commercial**" applications are defined to include Thin-Set System installations in multi-family residential dwellings (e.g., apartments, condominiums, cooperatives, and timeshares). Thin-Set System installations in public places, commercial establishments and other applications may be afforded lifetime coverage under this Limited Warranty on a case by case basis as determined by the Schluter-Systems Technical Services Director.

This Limited Warranty is only applicable to installations in the United States of America and Canada. Schluter-Systems is not responsible or liable under any circumstances for determining the suitability of a Thin-Set System for the Owner's intended purpose. It is the responsibility of the Owner to consult with an experienced and professional installer to ensure the suitability of a Thin-Set System, subfloor/substrate and all building materials in the installation and that the Written Materials are followed properly.

**RESOLUTION:** If a Thin-Set System is installed and used in accordance with the terms and conditions as described hereinabove and such Thin-Set System is proven defective within the applicable warranty term, the Owner's exclusive remedy and the sole obligation of Schluter-Systems, at its election, shall be to (a) reinstall or replace the failed portion of the Thin-Set System or (b) pay an amount not to exceed the original square foot cost of the installation of the Thin-Set System verified to be defective. Due to conditions beyond the control of Schluter-Systems (e.g., color and shade availability, discontinuation, normal wear and tear), Schluter-Systems 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 may be substituted.

**EXCLUSIONS FROM COVERAGE:** This Limited Warranty excludes and in no event shall Schluter-Systems have any liability for any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, arising out of or otherwise connected to the failure of a Thin-Set System, regardless of any strict liability or active or passive negligence of Schluter-Systems, and regardless of legal theory, whether in contract, tort, extra-contractual or other. This Limited Warranty further excludes any loss or damage arising out of or otherwise connected to: acts of war, terrorism, fire, explosion, natural disaster, acts of God, any failure to comply with the Written Materials, inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, faulty or negligent penetration of a Thin-Set System or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain a Thin-Set System, normal wear and tear, scratches, dents, corrosion or discoloration (whether caused by excessive heat, chemical cleaning products, abrasive agents or otherwise), efflorescence and shading which are a natural occurrence with cementitious materials and are not considered a defective condition for the purposes of this Limited Warranty, variations of texture, color or shade from those on product samples, packaging materials or other marketing materials, or other causes unrelated to a Thin-Set System (e.g. tile covering failure, excess point loading, overvoltage). This Limited Warranty excludes exterior, submerged and steam room applications and further excludes applications using glass tile, moisture sensitive stone, or other non-approved surface coverings, unless specifically approved in writing on a case by case basis by the Schluter-Systems Technical Services Director. Schluter-DITRA-HEAT-E-HK heating cables and Schluter-DITRA-HEAT-E thermostats are specifically excluded from coverage under this Limited Warranty. Any substitution of a non-Schluter-Systems product for a Schluter-Systems component in a Thin-Set System voids this Limited Warranty.

**DISCLAIMER:** There are no warranties beyond this expressed warranty as stated herein. To the extent permitted by law, all other warranties, representations or conditions, expressed or implied, are hereby disclaimed and excluded, including but not limited to the implied warranties of **MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE** (as limited to such purposes as described in the Written Materials) or arising from a course of dealing, usage of trade or otherwise by law. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF Schluter-Systems WILL BE ENFORCEABLE AGAINST Schluter-Systems UNLESS IT IS SPECIFICALLY INCLUDED IN THIS LIMITED WARRANTY OR AUTHORIZED IN WRITING BY THE Schluter-Systems TECHNICAL SERVICES DIRECTOR. This Limited Warranty is given in lieu of any other warranty, whether expressed or implied. The remedies contained herein are the only remedies available for breach of this Limited Warranty. Schluter-Systems excludes and in no event shall have any liability for any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, arising out of or otherwise connected to failure of a Thin-Set System. This Limited Warranty extends only to the Owner and is not transferable or assignable unless authorized by written agreement and signed by the Schluter-Systems Technical Services Director or otherwise prohibited by specific state or provincial law. This Limited Warranty gives you specific legal rights; some states and provinces do not allow disclaimers or other restrictions of implied warranties; some of the above disclaimers may not apply to you. **No changes or modifications of any terms or conditions of this Limited Warranty are permitted unless duly authorized in writing by the Schluter-Systems Technical Services Director.** This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other representations made by or on behalf of Schluter-Systems relative to a Thin-Set System or the application of a Thin-Set System and shall apply to any installation occurring on or after March 13, 2019. For the most current information and materials regarding Schluter-Systems warranties and programs, please visit [https://www.schluter.com/schluter-us/en\\_US/downloadfiles](https://www.schluter.com/schluter-us/en_US/downloadfiles).

**MAKING A CLAIM:** To make a claim under this Limited Warranty, the Owner must provide Schluter-Systems with written notice within thirty (30) days of any alleged defect in a Thin-Set System covered by this Limited Warranty, together with date and proof of purchase of such Thin-Set System and/or all of its components and name and address of all installers and all invoices related to the original installation, failing which this Limited Warranty shall have no legal effect<sup>2</sup>. Schluter-Systems reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and/or defective Thin-Set System

All U.S. Claims shall be sent to:

Schluter Systems L.P.  
Attn: Warranty Claims Dept.  
194 Pleasant Ridge Road  
Plattsburgh, NY 12901-5841

All Canadian Claims shall be sent to:

Schluter Systems (Canada), Inc.  
Attn: Warranty Claims Dept.  
21100 chemin Ste-Marie  
Ste-Anne-de-Bellevue, QC H9X 3Y8

<sup>1</sup> If there are any conflicting terms between any Written Materials, the most recently updated document shall be deemed to control.

<sup>2</sup> In the event that Owner fails to provide such required invoices relating to the original installation, Schluter-Systems shall pay Owner an amount equal to the average, reasonable costs of a comparable installation. If the parties fail to agree on such amount, such dispute shall promptly, and in the first instance, be submitted: (a) if a U.S. claim, to arbitration in Clinton County, New York, in accordance with the rules of the American Arbitration Association, or (b) if a Canadian claim, in the Province of Quebec, Canada, in accordance with the ADRIAC Arbitration Rules. Any outcome of such arbitration proceeding shall be final and binding upon the parties hereto.