

Schluter-Systems Lifetime Thin-Set System Limited Warranty

LIMITED WARRANTY COVERAGE: Subject to the conditions and limitations as stated in this Schluter-Systems Lifetime Thin-Set System 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. Schluter-Systems strongly recommends Owners complete and submit the Thin-Set System Registration to Schluter-Systems, available at https://www.schluter.com/schluter-us/en_US/product-registration in the United States or https://www.schluter.ca/schluter-ca/en_CA/product-registration in Canada, or submit proof of purchase and installation information (including installation date, installer's name and address) to Schluter-Systems at the address provided hereafter to expedite processing of any future warranty claims.

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 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, and Schluter[®]-PRIMER-U primer (as specified pursuant to applicable Written Materials); Schluter[®]-DITRA-PS, Schluter[®]-DITRA-HEAT-PS, or Schluter[®]-DITRA-HEAT-DUO-PS uncoupling membranes installed with Schluter[®]-PRIMER-U or Schluter[®]-DITRA-PS, Schluter[®]-DITRA-HEAT-PS, or Schluter[®]-DITRA-HEAT-DUO-PS uncoupling membranes installed with Schluter[®]-PRIMER-U or Schluter[®]-PRIMER-PS primers, when floor coverings are installed on top 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 establishment, or other applications may only be afforded lifetime coverage under this Limited Warranty on a case by case basis if authorized in writing 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.

Because Schluter-Systems cannot control the quality of products sold by unauthorized sellers, this warranty applies only to Thin-Set Systems that were purchased from Schluter-Systems or a Schluter-Systems authorized seller in the United States or Canada, unless otherwise prohibited by law. Schluter-Systems reserves the right to reject warranty claims for Thin-Set Systems purchased from unauthorized sellers, including unauthorized internet sites.

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) repair 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 Systems is unable to provide reinstallation or replacement and repair is not commercially practicable or cannot be timely made. 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.

This Limited Warranty is conditioned and will be considered null and void and Schluter-Systems will have the right to refuse any claims if: (a) the Thin-Set System has been improperly stored or installed, (b) any non-Schluter-Systems product is substituted for a Schluter-Systems component in a Thin-Set System, or (c) the Thin-Set System is subject to abusive or abnormal use, lack of maintenance, or used in a manner other than that for which the Thin-Set System was designed or in any way contrary to the Written Materials.

DISCLAIMER: There are no warranties beyond this expressed warranty as stated herein. ALL IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (AS LIMITED TO SUCH PURPOSES AS DESCRIBED IN THE WRITTEN MATERIALS), 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. Any oral or written description of the Thin-Set System is for the sole purpose of identifying the Thin-Set System and shall not be construed as an express warranty. 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. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State and province to province. Some States and provinces (which may include the Province of Quebec) do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in effect. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited by applicable law (which may include the Province of Quebec). 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.

Schluter Systems L.P. (9) 194 Pleasant Ridge Rd. | Plattsburgh, NY | 12901-5841 5 800-472-4588 8 800-477-9783 5 chluter.com Schluter Systems (Canada) Inc. (9) 21100 chemin Ste-Marie | Ste-Anne-de-Bellevue, QC | H9X 3Y8 5 800-667-8746 877-667-2410 5 chluter.ca



If the Thin-Set System is used in conjunction with other Schluter-Systems products that are not components of the Thin-Set System, a different Schluter-Systems warranty may apply to those other products. Individual components may be covered by separate warranty statements, available at https://www.schluter.com/schluter-us/en_US/warranties; however, when the components are installed together and constitute a Thin-Set System, they are covered by this Limited Warranty, which supersedes any other warranties for the components. For the most current information and materials regarding Schluter-Systems warranties and programs, please visit https://www.schluter.com/schluter-us/en_US/warranties; however, when the components are installed together and constitute a Thin-Set System, they are covered by this Limited Warranty, which supersedes any other warranties for the components. For the most current information and materials regarding Schluter-Systems warranties and programs, please visit https://www.schluter.com/schluter-us/en_US/warranties.

TRANSFERABILITY: 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 (which may include the Province of Quebec).

EFFECTIVE DATE: 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 3, 2025.

MAKING A CLAIM: To make a claim under this Limited Warranty, the Owner must provide Schluter-Systems² 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. 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 on-site, with or without the installer present, which may result in disruption or damage.

All U.S. Claims shall be sent to: All Canadian Claims shall be sent to:

Schluter Systems L.P.Schluter Systems (Canada) Inc.Attn: Warranty Claims Dept.Attn: Warranty Claims Dept.194 Pleasant Ridge Road21100 chemin Ste-MariePlattsburgh, NY 12901Ste-Anne-de-Bellevue, QC H9X 3Y8

If you have any questions about whether a seller is authorized, call us at 800-472-4588 (U.S.) or 800-667-8746 (Canada) or email sellersupport@schluter.com.

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

² This Limited Warranty is limited to sales of the Products made in and intended for use in the United States and Canada. For the purposes of this Limited Warranty, Schluter Systems L.P. shall offer warranty coverage to Owners located in the United States, and Schluter Systems (Canada) Inc. shall offer warranty coverage to Owners located in Canada.