

Schluter-Systems Primers 1-Year Limited Warranty

LIMITED WARRANTY COVERAGE: Subject to the conditions and limitations as stated in this **Schluter-Systems Primers 1-Year Limited Warranty** (the “**Limited Warranty**”), Schluter-Systems warrants that its Schluter®-PRIMER-U and Schluter®-PRIMER-PS primers (collectively, the “**Product**”) will be free from manufacturing defects and will not fail under normal usage for one (1) year when the Product is installed and used within its shelf life and in accordance with the terms and conditions of the Product’s technical data sheet (the “**Technical Data Sheet**”) and industry standard guidelines that are not in conflict with the Technical Data Sheet in effect at the time of installation.

For the purposes of this Limited Warranty, “**Owner**” is defined as the original end user of the property in which the Products are installed.

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 the Product 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 the Product, subfloor/substrate and all building materials in the installation and that the Technical Data Sheet is followed properly.

Because Schluter-Systems cannot control the quality of products sold by unauthorized sellers, this Limited Warranty applies only to Products 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 Products purchased from unauthorized sellers, including unauthorized internet sites.

RESOLUTION: If the Product is installed and used within its shelf life and in accordance with the terms and conditions as described hereinabove and the Product is proven defective within the warranty period stated in this Limited Warranty, the Owner shall receive, as Owner’s exclusive remedy and the sole obligation of Schluter-Systems, Schluter-Systems replacement Product for only that specific portion of the original installation proven defective and requiring replacement.

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 THE PRODUCT, 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, inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, faulty or negligent penetration of the Product or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain the Product, 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 the Product (e.g. surface covering failure, excess point loading). This Limited Warranty excludes 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.

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 Products have been improperly stored or installed, or (b) the Products are subject to abusive or abnormal use, lack of maintenance, or used in a manner other than that for which the Products were designed or in any way contrary to the Technical Data Sheet.

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 TECHNICAL DATA SHEET), 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 Products is for the sole purpose of identifying the Products 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.**

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 the Product or the application of the Product 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-Systems¹ with written notice within thirty (30) days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of the Products and name and address of all installers, 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 Product on-site, with or without the installer present, which may result in disruption or damage.

All U.S. Claims shall be sent to:

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

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

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 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.