Limited Warranty Coverage: Subject to the conditions and limitations as stated in this Schluter®-DITRA-HEAT and Schluter®-DITRA-HEAT-DOU Uncoupling Membrane 10-Year Limited Warranty (the “Limited Warranty”), Schluter Systems warrants that its Schluter®-DITRA-HEAT and Schluter®-DITRA-HEAT-DOU uncoupling membranes (the “Products”), will be free from manufacturing defects and will perform as described in the Schluter®-DITRA-HEAT Installation Handbook and Schluter®-DITRA-HEAT Technical Data Sheet (collectively, the “Written Materials”) for a period of ten (10) years from the date of purchase when installed 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.

For the purposes of this Limited Warranty, “Owner” is defined as the original end user of the property in which the Products are installed; and “Floor Covering Assembly” is defined to include the Products, non-reusable flooring surfaces, and applicable setting and grouting materials.

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 Products 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 Products, subfloor/substrate and all building materials in the installation and that the Written Materials are followed properly.

Resolution: If the Products are installed and used in accordance with the terms and conditions as described hereinabove and such Products are 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 Floor Covering Assembly or (b) pay an amount not to exceed the original square foot cost of the installation of the Floor Covering Assembly 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. This Limited Warranty does not cover the cost of disconnection or installation.

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 Products, 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 the Products or subfloor/substrate, intentional acts of destruction, physical or cosmetic damage, scratches, dents, corrosion or discoloration (whether caused by excess 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 purpose of this Limited Warranty, variations of texture, color or shade from those on original samples, packaging materials or other marketing materials, or other causes unrelated to the Products (e.g. excess point loading, overvoltage). This Limited Warranty excludes exterior applications and applications utilizing glass tile, and gauged porcelain tile panels thinner than 5.5 millimeters, 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 Written Materials, or (c) any non-Schluter heating cable is installed with Schluter®-DITRA-HEAT or Schluter®-DITRA-HEAT-DOU uncoupling membrane.

Disclaimer: There are no warranties beyond as expressed herein. In no event shall Schluter Systems or any of its suppliers, representatives or agents, or its directors, officers, employees, or shareholders be liable for any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, 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 the Products or subfloor/substrate, intentional acts of destruction, physical or cosmetic damage, scratches, dents, corrosion or discoloration (whether caused by excess 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 purpose of this Limited Warranty, variations of texture, color or shade from those on original samples, packaging materials or other marketing materials, or other causes unrelated to the Products (e.g. excess point loading, overvoltage). This Limited Warranty excludes exterior applications and applications utilizing glass tile, and gauged porcelain tile panels thinner than 5.5 millimeters, unless specifically approved in writing on a case by case basis by the Schluter Systems Technical Services Director.

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 the Products covered by this Limited Warranty, together with date and proof of purchase of such Products 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 Products.

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

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.

3 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 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 Clifton, New Jersey, 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 ADRI Arbitration Rules. Any outcome of such arbitration proceeding shall be final and binding upon the parties hereto.