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 DITRA-XL uncoupling membranes, Schluter®-Shower System, Schluter® KERDI® or 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, 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® or KERDI-DS waterproofing membranes, or Schluter® DITRA-HEAT™ floor warming system or lifetime coverage under this Lifetime Thin-Set System Extended Limited Warranty. Owner must complete and submit the Thin-Set System Registration to Schluter®-Systems at the address provided hereafter within ninety (90) days of installation.

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.

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, 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 a Thin-Set System or subfloor/substrate, intentional acts of destruction, structural failure, misuse 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., excess point loading, overvoltage). This Limited Warranty excludes exterior, submersed and steam room applications and further excludes applications using glass tile, resin-backed tile, and/or moisture sensitive stone 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, 2017. For the most current information and materials regarding Schluter®-Systems warranties and programs, please visit www.schluter.com/schluter-us/en_US/downloads.html.

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. 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
Tel.: 800-472-4588 • Fax: 800-477-9783

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
Tel.: 800-667-8746 • Fax: 877-687-3410

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