



PROFILE OF INNOVATION

Schluter®-Systems Tools 2-Year Limited Warranty

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, **Schluter®-Systems*** warrants that **Schluter®-Systems Tools** (the "Products")** will be free from manufacturing defects in materials and workmanship for a period of two (2) years from the date of purchase only when the Products have been used for their intended purpose in accordance with the Schluter-Systems Illustrated Price List. Abnormal use, including but not limited to, misuse, accident, modification, unreasonable use, abuse, neglect, lack of maintenance, or use after the Products are significantly worn, is not covered by this warranty. Consumable Products or consumable parts of Products are warranted, at the time of sale, only against defects in workmanship or materials that prevent their use. Consumable Products or parts are goods reasonably expected to be used up or damaged during normal use, including but not limited to trowels, cutting blades, and cutting wheels. This warranty does not cover normal wear and tear or defects revealed by normal wear and tear.

RESOLUTION: If the Products fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Schluter-Systems, at its election, shall be to a) repair or replace the failed Products or b) pay an amount not to exceed the original cost of the Products verified to be defective.

DISCLAIMER: There are no warranties beyond this expressed warranty as stated above. All other warranties, representations or conditions, expressed or implied, are disclaimed and excluded, including warranties, representations or conditions of **MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE** arising by statute or otherwise by law or from a course of dealing or usage of trade. Schluter-Systems excludes and in no event shall have any liability for lost profits or any other indirect, special, incidental, punitive, exemplary, or consequential damages, arising out of or otherwise connected to failure of the product or flooring system of which it is part, nor misuse of the product or flooring system, regardless of any strict liability, active or passive negligence of Schluter-Systems, and regardless of the legal theory (contract or tort or extra-contractual or other), nor from acts of war, terrorism, faulty and negligent penetration of the system, fires, explosions, acts of God, intentional acts of destruction or any losses due to structural failure or other causes unrelated to the product or delays, or any other incidental or consequential damages. This warranty is given in lieu of any other warranty expressed or implied. The remedies contained herein are the only remedies available for breach of this warranty. This limited warranty gives you specific legal rights; some states and provinces do not allow disclaimers or other restrictions of implied warranties, so some of the above disclaimers may not apply to you.

No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by the Technical Director or an Officer of Schluter-Systems. For the most current information and materials regarding Schluter-Systems warranties and programs, please visit <https://www.schluter.com/downloadfiles>.

TRANSFERRABILITY: This Limited Warranty extends ONLY to the original intended owner (defined as original purchaser of the tool – herein after referred to as "Owner") and is not transferable or assignable, unless otherwise prohibited by specific state or provincial law.

EFFECTIVE DATE: This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Schluter-Systems relative to the Products or the use of the Products and shall apply to any purchase occurring on or after January 1, 2013.

CLAIMS ON THIS LIMITED WARRANTY: To make a claim under this Limited Warranty, the owner must provide Schluter-Systems with written notice within 30 days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of the Products, failing which this Limited Warranty shall be of 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 defective condition.

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

*For the purpose of this warranty **Schluter Systems, L.P.** shall provide the warranty for all products for end users located in the United States, and **Schluter Systems (Canada) Inc.** shall provide the warranty for all products for end users located in Canada. This warranty is limited to sales of the Products made in and intended for use in the United States and Canada.

****Schluter-Systems Tools** (the "Products"): The products are defined to include all Schluter-Systems tools referred to in the Schluter-Systems Illustrated Price List.