



# Tile & Stone Installation Systems

## Project Lifetime Warranty

Warranty # 160542

Clients of Statewide Remodeling

### PROJECT COVERED BY THIS WARRANTY:

Recipient Name: <b>Statewide Remodeling</b>	Project Name: <b>Clients of Statewide Remodeling</b>
Recipient Address (Street): <b>2450 Esters Blvd. Suite 200</b>	Project Address (Street): <b>Remodel Construction</b>
Recipient Address (City/State/ Zip Code): <b>Grapevine, TX 75261</b>	Project Address (City/State/Zip Code): <b>DFW, Austin, Houston, &amp; San Antonio Areas</b>
Recipient Phone/Fax/Email: <b>(214) 891-7559</b>	Project Size (SF / m2): <b>≤ 2,000 SF</b>

Planned Job Completion Date: **On or before November 14, 2017**

Warranty Issuance Date: **November 15, 2016**

Issued By: 

**Dan Marvin, Director - Technical Services**

The individual signing above has the authority to bind MAPEI to the terms of this warranty. This warranty shall be effective only if the actual job installation of our products at this project occurs not later than twelve (12) calendar months after the Warranty Issuance Date.

### PRODUCT(S) COVERED BY THIS WARRANTY:

<b>Surface Preparation Products:</b>	<b>N/A</b>
<b>Mortars:</b>	<b>Ultraflex™ LFT or MAPEI Ultralite™ Mortar</b>
<b>Grouts:</b>	<b>Kerapoxy® CQ and or Ultracolor Plus FA or Flexcolor CQ</b>
<b>Sealants:</b>	<b>Mapesil™ T</b>

### Miscellaneous Terms:

- This Lifetime warranty excludes exterior, industrial and submerged applications.
- Mapesil T carries a lifetime warranty against manufacturing defects. Separation over time due to expansion and contraction of the substrate and discoloration from environmental conditions are not manufacturing defects.
- This warranty covers projects installed through November 14, 2017 and may be renewed at that time.

In the event there is any conflict or inconsistency between the terms contained on this page and any other page of this warranty, the terms on this page shall control.



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### Warranty Coverage:

MAPEI Corporation ("MAPEI"), subject to the terms and conditions set forth below, warrants that our products will be free from manufacturing defects and will not fail under normal usage for the applicable warranty period stated in this Lifetime warranty ("warranty"), when the products purchased are used within their shelf life and according to (a) the technical data sheets and other written materials issued by MAPEI for the products (collectively, the "Product Literature") which are in effect at the time of the installation and (b) governmental regulations and codes, and standard industry practices. **FOR PURPOSES OF THIS WARRANTY A "LIFETIME" MEANS FOR SO LONG AS THE JOB INSTALLATION REMAINS UNCHANGED, WITHIN THE STATED FLOORING MANUFACTURER'S PERFORMANCE WARRANTY PERIOD FOR THE PRODUCT INSTALLED, AND IS PROPERLY MAINTAINED ACCORDING TO WRITTEN MANUFACTURER'S INSTRUCTIONS.** IN THE EVENT THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THIS WARRANTY AND THE PROJECT DOCUMENTS (BID PROPOSALS, SPECIFICATIONS, CONTRACTS OR OTHERWISE) RELATING TO THIS PROJECT, THIS WARRANTY SHALL CONTROL AT ALL TIMES.

### Exclusions from Warranty Coverage:

The following are specifically excluded from coverage under this warranty: structural failure, inadequate subflooring, or improper subfloor preparation; damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disasters, or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with our Product Literature, applicable building codes and regulations, and standard industry practices; variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials; changes in color due to exposure to sunlight and age; subfloor moisture or water damage; normal wear and tear resulting from usage; efflorescence and shading inherent in all cementitious products; and cracking due to structural movement, excessive deflection or other failure of the substrate, including but not limited to substrate failures caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR). It is expressly understood that your purchase of our product acknowledges that MAPEI is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose.

### Your Legal Rights:

This constitutes your entire express warranty for the products purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. MAPEI WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF MAPEI WILL BE ENFORCEABLE AGAINST MAPEI UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. This warranty: (a) shall commence on the date of purchase of our product and shall end as specified in this warranty; (b) is limited to the original purchaser and is nontransferable; and (c) applies only to purchases and installations of the products within the United States on or after July 29, 2014.

### Filing a Claim:

To file a claim under this warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of the alleged manufacturing defect in our products, at MAPEI Corporation, Attn: Technical Services Department, 1144 East Newport Center Drive, Deerfield Beach, Florida 33442. Proof of purchase must be submitted with any notice of claim. We have the right, without any obligation, to physically inspect, perform testing, and obtain samples at the site where the warranty claim occurred, or to engage an independent third party for those services before we determine the validity of your claim. In order to perform (or have performed) the services described in the prior sentence, the owner of the site consents to total access for such services and agrees to pay for those services and all related costs of MAPEI if the claim is invalid under this warranty. Your claim must be received and evaluated by us before any repair work is performed; otherwise, this warranty will be null and void. For the most up-to-date information regarding our warranty program and policy, please refer to our website at [www.mapei.com/US-EN](http://www.mapei.com/US-EN).

### Your Exclusive Remedy:

If a MAPEI product is actually used in the installation and the product is proven defective within the applicable warranty period stated in this warranty, you will receive, as your sole remedy, MAPEI replacement product for only that specific portion of the original installation requiring replacement. If a MAPEI approved "system" of products is actually used in this project and any of those products are proven defective within the warranty time period, you will receive, as your sole remedy, MAPEI replacement product and reimbursement of your reasonable and substantiated material and labor costs for only that specific portion of the original installation requiring replacement, including flooring, not to exceed per square-foot cost of original installation.

All products shown must be installed according to their Technical Data sheets.

Technical Services Support Center

1-800-992-6273