

Profilitec Corp Showertec System 10-Year Limited Warranty

LIMITED WARRANTY COVERAGE: Subject to the conditions and limitations as stated in this Profilitec Showertec System 10-Year Limited Warranty (the “Limited Warranty”), Profilitec Corp warrants that its products contained in the Profilitec Showertec System (the “Products”) will be free from manufacturing defects and will perform as described in the Profilitec Showertec System Installation Handbooks and the Profilitec Showertec System Technical Data Sheets (collectively, the “Written Materials”¹) 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, “Products” are defined to include all Products contained in the Profilitec Showertec Brochure (SKU name). “Owner” is defined as the original end user of the property in which the Products are installed; and “Tile Assembly” is defined to include the Products, non-reusable tile surfaces, and applicable setting and grouting materials. This Limited Warranty is only applicable to installations in the United States of America.

Profilitec Corp 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 Profilitec Corp, at its election, shall be to (a) reinstall or replace the failed portion of the Tile Assembly or (b) pay an amount not to exceed the original square foot cost of the installation of the Tile Assembly verified to be defective. Due to conditions beyond the control of Profilitec Corp (e.g., color and shade availability, discontinuation, normal wear and tear), Profilitec Corp cannot guarantee or warrant an exact match to the specific tile, stone, or other tiling materials used in the original installation. In such event, substantially similar materials may be substituted.

EXCLUSIONS FROM COVERAGE: This Limited Warranty excludes and in no event shall Profilitec Corp 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 or Tile Assembly, regardless of any strict liability or active or passive negligence of Profilitec Corp, 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, structural failure, misuse of or failure to maintain the Products, 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 Products (e.g. excess point loading, overvoltage). This Limited Warranty excludes exterior applications, unless specifically approved in writing on a case by case basis by the Profilitec Corp Technical Services Director. This Limited Warranty is conditioned and will be considered null and void and Profilitec Corp will have the right to refuse any claims if: (a) the Products have been improperly stored or installed, (b) any non- Profilitec Corp product is substituted for a Profilitec Corp component in a Profilitec-Showertec System, or (c) 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.

Profilitec Corp.

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Tel: +1 855 290 9591
e-mail: customerservice@profilitec.com

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 PROFILITEC CORP WILL BE ENFORCEABLE AGAINST PROFILITEC CORP UNLESS IT IS SPECIFICALLY INCLUDED IN THIS LIMITED WARRANTY OR AUTHORIZED IN WRITING BY THE PROFILITEC CORP 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. This Limited Warranty extends only to the Owner and is not transferable or assignable unless authorized by written agreement and signed by the Profilitec Corp 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 Profilitec Corp 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 Profilitec Corp relative to the Products or the application of the Products and shall apply to any installation occurring on or after January 1, 2018. If the Profilitec Shower+tec System is used in conjunction with other Profilitec Corp products, a different Profilitec Corp warranty may apply. For the most current information and materials regarding Profilitec Corp warranties and programs, please visit <https://www.profilitec.com>

MAKING A CLAIM: To make a claim under this Limited Warranty, the Owner must provide Profilitec Corp² with written notice within thirty (30) days of discovery 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 to do so this Limited Warranty shall have no legal effect³. Profilitec Corp reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and/or defective Products.

All Claims shall be sent to:

customerservice@profilitec.com

And

Profilitec Corp
Attn: Warranty Claims Dept.
472 Meeting Street, Suite C #301
Charleston, SC 29403
USA

¹ If there are any conflicting terms between any Written Materials, the most recently updated document shall be deemed to prevail.

² This Limited Warranty is limited to sales of the Products made in and intended for use in the United States. For the purposes of this Limited Warranty, Profilitec Corp shall offer warranty coverage to Owners located in the United States.

³ In the event that Owner fails to provide such required invoices relating to the original installation, Profilitec Corp shall pay Owner an amount equal to the average, reasonable costs of a comparable installation. If the parties fail to agree on such amount, such dispute shall promptly, and in the first instance, be submitted to arbitration in Clinton County, New York, in accordance with the rules of the American Arbitration Association. Any outcome of such arbitration proceeding shall be final and binding upon the parties hereto.

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