

Durabase WP

10-YEAR LIMITED WARRANTY



Who May Use This Limited Warranty?

Dural USA, Inc. ("Dural"), located at **711 North Varnell Road, Tunnel Hill, Georgia 30755**, extends this Limited Warranty (the "Warranty") on the Durabase WP (the "Product") only to the original end user (defined as the original intended owner and user of the property/unit in which the installation of the Product is incorporated) ("you"). It does not extend to any subsequent owner or other transferee of the Product. This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Coverage and Conditions

Subject to the conditions and limitations as stated hereinafter, Dural warrants that the Product will be free of any defects in condition, material, and workmanship for a period of ten (10) years from the date of sale to you, or ten (10) years from the date the Product is first installed, whichever first occurs (the "Warranty Period"). This Warranty Period is not extended if Dural repairs or replaces the Product subject to its obligations under this Limited Warranty. This Limited Warranty shall apply only when the Product is used and installed in accordance with the terms and conditions of the Durabase WP Installation Manual and industry standard guidelines that are not in conflict with the Durabase WP Installation Manual in effect at the time of installation. Backer-Lite, when installed according to the Backer-Lite Installation Guide, is designed to protect tile/stone surfaces from cracks and grout line fractures.

What Does This Limited Warranty Not Cover?

This Limited Warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the Product installation instructions or to perform preventative maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond Dural's reasonable control. Further, efflorescence is considered to be a natural occurrence with contentious materials and is therefore not considered to be a defective condition and is not covered by this warranty. It is the responsibility of the you and/or the builder/installer to ensure the suitability of all building materials and all associated building materials for your intended use. It is recommended that you consult with an experienced and professional builder/installer.

Exclusive Remedies

With respect to any defective Product during the Warranty Period, Dural shall, in its sole discretion, either 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. Floor covering assembly is defined to include select reasonable materials, non-reusable flooring surfaces, and the appropriate setting and grouting materials. Further, due to conditions beyond the control of Dural (e.g., color and shade availability, discontinuation, normal wear and tear), Dural cannot guarantee or warrant an exact match to the specific tile, stone, or other flooring materials used in the installation. In such events, substantially similar materials may be substituted.

LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER EXPRESS WARRANTY. ALL OTHER EXPRESSED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESSED, ARE DISCLAIMED AND EXCLUDED. THE REMEDIES ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY. THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE WARRANTY PERIOD. DURAL SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCT OR THE FLOORING SYSTEM OF WHICH THE PRODUCT IS A PART. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Transferability

This Limited Warranty is not transferable or assignable, unless approved in writing by an officer of Dural or otherwise prohibited by specific state or provincial law.

Modifications to Warranty

No charges or modification of any terms or conditions of this Limited Warranty are allowed unless authorized by written agreement and signed by an officer of Dural.

Claims Procedures

To make a claim under this Limited Warranty, you must provide Dural with written notice within 30 days of any alleged defect in the product covered by this Limited Warranty, together with date and proof of purchase of the product, proof of the costs of the original installation and name and address of all installers. If you fail to provide such written notice in accordance with the foregoing terms, the claim for breach of warranty is waived and this Limited Warranty shall be null and void as to such defects. Dural reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.