

DURABASE WS WarpSeal

10 - YEAR LIMITED WARRANTY



Coverage and Conditions

Subject to the conditions and limitations as stated hereinafter, Dural warrants that Dural DURABASE WS WarpSeal will be free from manufacturing defects for a period of ten (10) years from the date of purchase and only when the products are used and installed in accordance with the terms and conditions of the Dural Installation Systems Technical Data Sheet and industry standard guidelines that are not in conflict with the Data Sheet in effect at the time of installation. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building materials for the owner's intended use. Visual defects or nonconformities apparent prior to installation are not covered by this warranty. Further, this warranty does not cover normal wear and tear or other damage (e.g., scratches, discoloration, fading, etc.) caused by impacts or accidents. It is recommended that the owner consult an experienced and professional installer.

Resolution

If the products fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Dural, 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. Tile assembly is defined to include all Dural Installation Systems, non-reusable tile 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.

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. Dural 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 products or tile assembly of which they are part, nor misuse of the products or tile assembly, regardless of any strict liability, active or passive negligence of Dural, 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 products 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 limitations may not apply to you. For the most current information and materials regarding Dural warranties and programs, please visit www.dural.com.

Transferability

This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated - herein referred to as "owner") and is not transferable or assignable, unless approved in writing by the Technical Director or an Officer of Dural or otherwise prohibited by specific state or provincial law.

Modifications to Warranty

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 Dural.

Effective Date

This warranty shall supersede and replace any and all prior oral or written, agreements, or other such representations made by or on behalf of Dural relative to the products or the application of the products and shall apply to any installation occurring on or after April 1, 2019.

Claims Procedures

If you wish to make a claim under this limited warranty, you must notify Dural immediately in writing at: **Technical Services, Dural, 711 N Varnell Rd Tunnel Hill, GA 30755**. Include any and all information related to an alleged defect of the installation. The claim must be submitted in a timely fashion, and evaluated by Dural before any repair work is done. Dural reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim. Proof of purchase may be required. For any claim that is not valid, Dural will be paid reasonable charges, including travel and labor, associated with investigation of such claim.