

## **Tile Redi USA, LLC - Limited Warranty**

Tile Redi USA, LLC (“Tile Redi”) warrants its products to be free from defects in material or workmanship under normal use and service for a period of three (3) years from the date of purchase. This limited warranty applies only to the original installation and to the original purchaser.

THE WARRANTIES SET FORTH ABOVE ARE TILE REDI’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO ITS PRODUCTS AND TILE REDI HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If a Tile Redi product fails to conform to the above warranties after inspection by an authorized Tile Redi representative, the obligation of Tile Redi shall be limited to repairing or replacing such defective workmanship or material, at its option. THE FOREGOING REMEDY OBLIGATION SHALL BE TILE REDI’S SOLE AND EXCLUSIVE LIABILITY FOR ANY DEFECTIVE OR NONCONFORMING PRODUCT OR BREACH OF THE WARRANTIES SET FORTH ABOVE. Tile Redi shall be excused from the remedy obligations under this limited warranty to the extent that any nonconformance or defect in the product arises from any cause other than breach of the warranties above, including, without limitation: (i) if the product has been moved from its initial place of installation; (ii) if the product has been subjected to faulty maintenance, abuse, misuse, accident, contamination, theft, negligence, other damage or acts or omissions of a third party; (iii) if the product was not installed in accordance with Tile Redi’s instructions; (iv) if the product was modified or altered in a manner inconsistent with the product as shipped by Tile Redi; (v) if any tile, marble or other material is removed from the shower pan module after the original installation; and/or (vi) normal wear and tear.

IN NO EVENT SHALL TILE REDI HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES UNDER THIS LIMITED WARRANTY, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED HEREBY.

In the event of a limited warranty claim by the original purchaser, proof of purchase and/or a sales receipt will be required. The original purchaser shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Tile Redi products. This limited warranty terminates immediately upon the transfer of the Tile Redi product by the original purchaser to a third party.

Tile Redi’s remedy obligation under this limited warranty does not cover any labor or other costs of removal or installation. Tile Redi shall not be liable for damages to or replacement of substrate to which the product has been attached or for the cost of repair or replacement of any installation materials, including but not limited to, tiles, marble or any such other similar materials.

Only Tile Redi approved setting materials shall be used with a product, and failure to use such approved setting materials shall void this limited warranty.