

EXTENDED LIMITED LIFETIME WARRANTY FOR THE PROSOLUTION COMPLETE SYSTEM

USE OF THE LIMITED WARRANTY: Subject to the conditions and limitations set forth in this extended limited lifetime warranty for the **PROSOLUTION Complete System** warrants that the **PROSOLUTION Complete System** will be free from manufacturing defects and will provide the expected performance in accordance with our manufacturers' applicable technical specifications for the life of the **PROSOLUTION Complete System**, when installed in residential or commercial applications and used and installed in accordance with the terms and conditions explained in the technical specifications.

To formalize this lifetime warranty with the **PRODUCT GROUP** (including the cement-based adhesives recommended by Mapei and Ardex, MD Pro's Prova membranes, Ardex's FLEXBONE, Progress Profile's Prodeso, Mapei's Mapeguard UM, Flextherm or ComfortOne floor heating systems, and Prova, Lux, and Mapei shower systems) the owner must complete and send the warranty registration to **the Company**, PROSOL DISTRIBUTION INC., at www.prosol.ca with the details required on the form within 120 days following the installation.

The lifetime warranty of the PROSOLUTION Complete System is defined by the **PRODUCT GROUP** specified above

- The owner is the original user of the property where the **PROSOLUTION Complete System** is installed.
- Limited lifetime warranty refers to the period during which the installation of the **PROSOLUTION Complete System** remains unchanged and is the property of the Owner.
- Residential installation refers to the installation of the **PROSOLUTION Complete System** in single family and multi-family residences.
- Commercial installation refers to the installation of the **PROSOLUTION Complete System** in public spaces and commercial establishments.

The owner is responsible for consulting with an installer, contractor, tiler, or experienced and professional vendor to select the subfloor or substrate and materials, and that work carried out with the **PROSOLUTION Complete System** complies with the technical data sheets.

However, if the above-listed products are found to be defective when installed and maintained in the manner set forth herein for the duration of this limited warranty and **the Company**, at its sole discretion, agrees to make a payment under this limited warranty, said payment will only cover the reasonable costs of materials and the reasonable labour required to remove and replace the defective part of the installation. The buyer or user expressly acknowledges that this proposal is entirely satisfactory and constitutes their sole and exclusive remedy for any breach of this warranty and that all other damages including, without limitation, consequential damages and legal fees, are not attributable to **the Company**. **The Company** reserves the right to inspect the installation and/or obtain or take samples of any product that is part of the installed **PRODUCT GROUP** if **the Company** deems it necessary; this inspection or sampling will be performed before any payment is made as a settlement under this limited warranty.

WARRANTY EXCLUSIONS: **The Company** is not responsible for any of the consequences listed without limitation hereafter as an example and which include structural failures, acts of God, war, vandalism, defective work, and any procedure contrary to or derogating from the manufacturer's usage instructions as well as usual industrial rules, standards, practices, and procedures. Also excluded are damages that the user was or should have been able to prevent, losses due to delays, and any other consequential damages. Any company may carry out necessary compatibility testing of the installation materials, however, we urge you to contact **the Company's** Technical Services Department to determine whether the products and materials are completely compatible and workable. Inadequate compatibility tests or installation of incompatible products and materials will invalidate this warranty.

Failure to comply with technical specifications or installation instructions; a non-compliant substrate, subfloor, or preparation, lack of maintenance; and abusive usage or abnormal wear will result in the cancellation of the **PROSOLUTION Complete System** warranty.

WARRANTY DENIALS: This limited warranty is in lieu of any other express warranties. Any implied warranty arising out of any lawful act is limited to the prescribed replacement period under the terms of this limited warranty regardless of any other warranties that may extend the timeframes and terms set forth herein. Implied warranties shall not affect or alter anything contained herein, whether by negotiation or agreement between the parties or through any exchange, bartering, or otherwise. To make a claim under this limited warranty, please notify **the Company** within 15 days of the discovery of the alleged manufacturing defect. At **the Company's** discretion, you may be required to provide proof of purchase and usage of the **PRODUCT GROUP's** products and a receipt for full payment of materials prior to the date of the claim as a condition of this warranty. This limited warranty is not transferable.

FOR ANY CLAIM:

(PROSOL has the right to investigate every claim)

PROSOL Distribution inc.
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