

Ubertile®, a Division of the Rudiger Group Inc., Limited Warranty Document (the “**Limited Warranty**”)

1.1 Coverage

Subject to the conditions and limitations herein, Ubertile®, a division of the Rudiger Group Inc., 10330-117 Ave, Grande Prairie, Alberta, T8V 7S5, Canada (“**Ubertile**”), warrants its eligible products (the “**Product**”) as defined in Schedule A, to be free from manufacturing defects for the duration of 10 (ten) years (from the date of purchase), to perform per the conditions of the Product’s specified, intended, and normal uses – detailed in the Product installation manual that was in effect at the time of installation of the Product; only if the Product is installed and maintained according to the Product installation manual in effect at the time of installation. Damages that result from improper installation and/or maintenance of the Product are not covered under this Limited Warranty.

A Warranty claim under this Limited Warranty can only be made by the original owner and user of the property or unit in which the Product is incorporated (the “**End-user**”) and is not transferable or assignable to future and/or additional End-users of the Product unless prohibited by provincial or federal law.

It is the owner(s) and or installer(s) obligation to determine the suitability of the Product, subfloor and or building materials used within the installation, to ensure that the Product is suitable and or permitted by local building code(s).

2.1 Remedy

To submit a warranty claim, the End-user must complete and send a written warranty claim (a “**Claim**”) via registered mail to Ubertile, within thirty (30) days of the alleged warranty defect. The Claim must include the Product’s original proof of purchase, the physical address where the Product is installed, a detailed description of the alleged warranty defect, and the name and contact information for the installer(s) and end-user(s) of the Product.

If the Product is found to be defective by a senior officer of Ubertile in writing, the End-user’s sole remedy and only obligation of Ubertile is to reimburse, to the End-user, an amount not to exceed the original square meter cost of the tile installation for the specific area of the product installation determined by Ubertile to be defective (the “**Replacement Cost**”).

The Replacement Cost shall include only the original cost (on a per square meter basis) of the original product and installation cost of items listed in **Schedule A**, with the Product having an allowable maximum price as defined by the Manufacturers Suggested Retail Price (MSRP) as defined in the Ubertile pricebook in effect at the time that the product was purchased. The Replacement Cost does not include removal, remediation, disposal and or tearout of the tile assembly and or Product(s).

The warranty term in this document has the maximum Replacement Cost pro-rated, reducing the maximum Replacement cost by 10% each subsequent year until the warranty term expires.

Example: A warranty claim made in the second year from the products original purchase date will have maximum Replacement Cost of 80% of the calculated Replacement Cost.

Schedule A

- Tile mortar
- Tile grout
- Tile
- Silicone within the Tile Installation
- Tile Installation
- Product installation
- Non-Reusable Tile Surfaces
- Ubertile® Uberboard Classic Panels
- Ubertile® Uberboard Tech Panels
- Ubertile® Vapor Panels
- Ubertile® THIN Pre-sloped Shower Pans
- Ubertile® POINT Pre-sloped Shower Pans
- Ubertile® LINEAR Pre-sloped Shower Pans
- Ubertile® Drain components
- Ubertile® Seats
- Ubertile® Niches
- Ubertile® Curbs
- Ubertile® Shelves
- Ubertile® Ubermat
- Ubertile® Uberseal

3.1 Release

Upon payment of the Replacement Cost in response to a Claim, the End-user and their respective heirs, executors, administrators, trustees, successors, predecessors, corporate affiliates, corporate subsidiaries, representatives and assigns, and anyone else claiming through or on behalf of them, do hereby completely and irrevocably release and forever discharge **Ubertile** and its respective owners, principals, directors, officers, employees, agents, insurers, affiliates, subsidiaries, successors, heirs, executors, trustees, administrators and assigns (collectively, the “**Ubertile Releasees**”) of and from any and all actions, causes of action, suits, debts, sums of money, claims, demands, damages and costs of any kind or nature whatsoever, at law or in equity, which they ever had, now have or may have against the Ubertile Releasees arising out of or connected to the Claim for which the Replacement Cost was issued.

4.1 Installer/Owner Responsibility

The End-user and or installer(s) of the Product must carefully examine the Product to acknowledge that there are no Product defects before installing. If the Product is not acceptable at the time of installation, the product should not be installed, until the End-user is satisfied with the Product's quality.

The End-user and or Product installer(s) must understand and abide by the maintenance and service requirements of the Product as defined in the Product installation manual.

The End-user and or Product installer(s) must read and fully understand the Product Installation Manual before installing the product. The installation must abide by the Product installation manual or this Limited Warranty is void.

Unless otherwise specified in the Product Installation Manual, the Terrazzo Tile and Marble Association of Canada ("**TTMAC**") applicable reference manual(s) that was in effect at the time of installation of the Product shall dictate the installation or service requirements of the Product.

Unless otherwise specified in the Product Installation Manual, the American Society for Testing and Materials ("**ASTM**") and or the International Organization for Standardization ("**ISO**") applicable reference manual(s) and or standard(s) which were in effect at the time of installation of the Product shall dictate the manufacturing tolerances of the Product.

5.1 Conditions and Limitations

Ubertile reserves the right as a condition of this Limited Warranty to inspect the alleged warranty defect identified in the Claim and shall be provided with a reasonable duration of time to test, inspect, investigate, obtain site specimens, and contact related parties, before making a determination of the applicability of this Limited Warranty.

This Limited Warranty applies only to Products both sold and installed in Canada as allowed by provincial law.

Unless otherwise defined in this document, this Limited Warranty does **NOT** apply to the following:

- Damage, rot, deterioration, leakage or any other failure resulting from neglect, abuse, shipping damage, improper storage, incorrect installation, misuse, accident, fire, flood, improper framing/backing/subfloor and/or post-installation modification(s) or repair(s) (except modification or repair performed with written approval from ubertile).
- Equipment, tools, materials or components used in conjunction with the Product or the installation of the Product, including but not limited to thinset, grout, silicone and tile.

6.1 Effective Date

This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Ubertile in relation to the Product. This Limited Warranty shall apply to any installation occurring on or after June 6, 2024.

7.1 DISCLAIMER:

NO OTHER WARRANTY TO THE END-USER FROM UBERTILE IS EXPRESSED OR IMPLIED. UBERTILE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT, OR BY LAW, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF CAUSE, SHALL UBERTILE BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER BASED ON THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS; SOME PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY.