



HYDRO BAN® Liquid Applied Membrane – 10 Year Commercial Product Warranty

DS-1271-0321

The goods listed in this document (Products) are manufactured or imported by LATICRETE Australia ACN 069 067 992 (We or Us). The warranties given in this agreement are given by Us and are in addition to any guarantees, warranties or rights available under the law. Any concerns or queries a customer (You) may have should be forwarded to Us at our address below.

LIMITED WARRANTY

Subject to the conditions and limitations stated below, LATICRETE Australia Pty Ltd. ("LATICRETE") warrants that its Products (HYDRO BAN® Liquid Applied Membrane; and HYDRO BAN Fillet & Sealant, HYDRO BAN Slurry and LATAPOXY Moisture Shield when used with HYDRO BAN Liquid Applied Membrane) will be free from manufacturing defects and will not break down or deteriorate under normal usage for a period of ten (10) years from the date of purchase when installed in accordance with the written specifications of LATICRETE and industry standard guidelines.

DISCLAIMER

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES BASED ON SAMPLES OR ORAL STATEMENTS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

EXCLUSIVE REMEDY

The sole and exclusive remedy for a breach of this limited warranty is replacement of the LATICRETE Product that is proven to be defective*. In the event this sole and exclusive remedy fails of its essential purpose, the liability of LATICRETE is limited to the return of the original purchase price.

EXCLUSIONS

LATICRETE is not responsible for: workmanship not in accordance with the instructions of LATICRETE and industry standard guidelines; cracking due to structural movement, excessive deflection or other failure in the substrate; abnormal use of the Product; any defect with a Product from an event independent of human control that occurs after the Product leaves Our control; physical wear or chemical damage of the Product.

LATICRETE IS NOT LIABLE FOR ANY INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES, INCLUDING LOSSES DUE TO DELAYS, INCURRED BY THE PURCHASER OR ANY OTHER PARTY.

* NOTE: Efflorescence is a normal condition of Portland cement mortars and is not a defective condition.

NO ASSIGNMENT

This limited warranty is not transferable or assignable.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, you must notify LATICRETE in writing within thirty (30) days of the discovery of the alleged manufacturing defect. At the option of LATICRETE, you may be required, as a condition of this limited warranty, to provide proof of product purchase and use.

Address your claim to:

Technical Service Department

LATICRETE Australia Pty Ltd

29 Telford Street

VIRGINIA, QLD. 4014

Telephone: 1800331012. Email: technicalservices@laticrete.com.au

LATICRETE Australia Pty Ltd

29 Telford Street, Virginia, QLD 4014 • 1800 331 012 • www.laticrete.com.au

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