# 15 Year System Warranty

DS-1147-0926

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.

This system warranty only applies to an installation that uses the Product or combination of Products listed in the table below (System) for the application specified in the table below (Application). For this limited warranty to apply, the applications that comprise the installation must be performed with the products listed in this document for each application (refer to chart). Please refer to individual product data sheets for specific guidelines.

## SYSTEMS COVERED BY THIS WARRANTY

| LATICRETE 15 Year System Warranty | |
|---|---|
| **APPLICATION** | **PRODUCTS** |
| **Primer** | PRIMER<br>PRIMER RTU<br>PRIME-N-BOND™ |
| **Underlayment** | LEVEL |
| **Moisture Shield** | LATAPOXY® Moisture Shield<br>HYDRO BAN® SLURRY |
| **Waterproofing** | HYDRO BAN Waterproof Membrane<br>HYDRO BAN Fillet & Sealant<br>HYDRO BARRIER™ Waterproof Membrane<br>HYDRO TAPE |
| **Sound Control** | 125 TRI MAX™<br>LATICRETE Sound Control Mat |
| **Anti-Fracture** | HYDRO BAN Waterproof Membrane<br>125 TRI MAX<br>STRATA_MAT™ |
| **Uncoupling Membrane** | STRATA_MAT |
| **Thick Bed Method** | 3701 Fortified Mortar Bed<br>3701 Mortar Admix mixed with<br>■ 226 Thick Bed Mortar |
| **Slurry Bond Coat** | 335 Adhesive<br>335 LITE Adhesive<br>254 Adhesive<br>3701 Mortar Admix mixed with<br>■ 315 Super Floor & Wall Adhesive |
| **Thin Bed Method** | 335 Adhesive<br>335 LITE Adhesive<br>254 Adhesive<br>LATAFLEX Gold Adhesive<br>3701 Mortar Admix mixed with<br>■ 315 Super Floor & Wall Adhesive |
| **Grouting** | PERMACOLOR® Grout<br>PERMACOLOR Select^<br>PERMACOLOR NS<br>WIDE JOINT XL Grout |

We warrant that the Systems, when used in accordance with their instructions and installed in accordance with Our written specifications and industry guidelines:

(a) will function in accordance with the instructions for their intended use; and

(b) will not break down or deteriorate under normal usage, for a period of 15 years from the date of installation (Warranty Period).

Any claim under this warranty must be notified to Us in writing within 30 days of the discovery of the alleged manufacturing defect at:

LATICRETE Pty Ltd.
29 Telford Street
Virginia, QLD 4014 Australia

Fax: 07 3865 2250
Internet: technicalservices@laticrete.com.au

To claim the System warranty, You must provide Us with:

(a) details of the installation, including the System and Application;

(b) the date of installation;

(c) the name of the installer;

(d) a description of the alleged fault or defect; and,

(e) if we require it, proof of Product purchase.

Upon receipt of this notification, We will arrange a time with You to inspect the installation. This warranty cannot be assigned or transferred.

You will be responsible for any costs You incur in making a claim against this warranty. If We incur any costs in association with a claims assessment and the System is found to be not defective or the defect is not covered by this warranty, We may charge You for any reasonable costs We have incurred in the assessment of the claim.

This System warranty does not extend to loss or damage caused by:

(a) installation of any System not in accordance with the Product or System instructions and industry guidelines;

(b) failure to comply with the Building Code of Australia or any applicable legislation, regulations, approvals or standards;

(c) products not manufactured or supplied by Us;

(d) abnormal use of the System;

(e) cracking or other System failures due to structural movement, excessive deflection or other failures in the substrate;

(f) any failure to undertake an application that would otherwise be required for an installation equivalent to Your installation;

(g) efflorescence in relation to Our cement-based Systems, which is a normal condition of these materials;

(h) if the installation involves an exterior façade consisting of ceramic tiles or stone, the installation being installed over substrates with steel or wood framing; or

(i) any defect with a System that results from an event independent of human control that occurs after the System leave Our control.

To the maximum extent permitted by law:

(a) Our liability to You for a defect or failure of a System under this system warranty is limited to the cost of replacing the specific portion of the System that has been proven to be defective, including the cost of the System, finishing materials and labour. We will not pay more for the replacement than the original purchase price of the installation, calculated on a square metre basis;

(b) We are not liable to You on any other basis (including, without limitation, in negligence) and or any other direct, indirect or consequential loss or damage; and

(c) You must indemnify Us in respect of the full amount of Our costs of any claim (including Our legal costs on a solicitor and own client basis) made by any third party arising out of any fact or circumstance for which We are not liable to You or to the extent that Our liability to the third party exceeds or would have exceeded Our liability to You.

Consumer guarantee:

Our goods come with guarantees that cannot be excluded under the Australian consumer law. You (if a consumer defined by the ACL Act) are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This document contains the entire agreement between You and Us in relation to its subject matter and all prior representations and all terms, conditions, warranties and guarantees which may but for this clause be implied are excluded to the full extent permitted by law.

The agreement is subject to, governed by and construed in accordance with the laws in force in the State of Queensland, and the courts and registries of courts in the State of Queensland shall have jurisdiction in the event of a dispute. Should any provision of the agreement be held invalid or unenforceable by a court of competent jurisdiction, the remainder of the agreement and its conditions shall not be affected, and shall continue valid and enforceable by law.

**LATICRETE Australia Pty Ltd**
29 Telford Street, Virginia, QLD 4014 • 1800 331 012 • www.laticrete.com.au

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^United States Invention Patent No.: 6,784,229 (and other Patents).