

## Profilitec uptec® 7-Year Limited Warranty

**COVERAGE AND CONDITIONS:** Subject to the conditions and limitations as stated hereinafter, Profilitec warrants that Profilitec-UPTEC Pedestals and Accessories (the “Products”) will be free from manufacturing defects for a period of seven (7) years from the date of purchase and only when the Products are warehoused, used and installed in accordance with the terms and conditions of the UPTEC Manual and industry standard guidelines that are not in conflict with the Manual in effect at the time of installation. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building materials for the owner’s intended use. Visual defects or nonconformities apparent prior to installation are not covered by this warranty. Further, this warranty does not cover normal wear and tear or other damage (e.g., scratches, discoloration, fading, etc.) caused by impacts or accidents. The Products are warranted, at the time of sale, only against defects in workmanship or materials that prevent their use. It is recommended the verification of the installation project by a project engineer.

**RESOLUTION:** If the Products fail to meet this warranty, then the owner’s exclusive remedy and the sole obligation of Profilitec, at its election, shall be to a) reinstall the failed portion of the tile assembly or b) pay an amount not to exceed the original square foot cost of the installation of the tile assembly verified to be defective. Tile assembly is defined to include all Profilitec UPTEC Products, and non-reusable tile surfaces.

**DISCLAIMER:** THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. PROFILITEC EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT.

SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCTS OR FLOORING SYSTEM OF WHICH THEY ARE PART, NOR MISUSE OF THE PRODUCTS OR FLOORING SYSTEM, REGARDLESS OF ANY STRICT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF PROFILITEC, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA-CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES.

UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**TRANSFERABILITY:** This Limited Warranty extends ONLY to the original end user (defined as original intended owner and user of the property/unit in which the installation is incorporated - herein referred to as “Owner”) and is not transferable or assignable, unless approved in writing by the Technical Director or an Officer of Profilitec or otherwise prohibited by specific state or provincial law.

**MODIFICATIONS TO WARRANTY:** No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by the Technical Director or an Officer of Profilitec.

**EFFECTIVE DATE:** This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Profilitec relative to the Products or the application of the Products and shall apply to any installation occurring on or after January 1, 2019.

**CLAIMS ON THIS LIMITED WARRANTY:** To make a claim under this Limited Warranty, the owner must provide Profilitec with written notice within 30 days of any alleged defect discovered in the Products covered by this Limited Warranty, together with date and proof of purchase of the Products, photographic documentation of the defect, proof of the costs of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Profilitec reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.

All Claims shall be sent to:  
Profilitec Corp.  
PO Box 1000  
NY 12972 - Peru, USA