

KBRS Shower Product

Commercial 10-Year Limited Warranty

This warranty applies to all KBRS, Inc. Shower Product used in commercial projects or commercial applications on or after November 1, 2014.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS – YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Terms and Conditions

Subject to the conditions and limitations stated in this document, KBRS, Inc. (KBRS) warrants to the original owner that the KBRS Shower Product will be free from manufacturing defects and will not break down, or deteriorate under normal usage for 10 years when installed in accordance with KBRS's most recently published instructions, specifications and industry standards and guidelines for said installation. This warranty becomes effective upon validated substantial completion of the project. This warranty is not transferable.

Exclusive Remedy

In installations correctly utilizing KBRS Shower Product, KBRS will repair and/or replace, at its discretion, the affected area of the shower, or repair and/or replace, at its discretion, the Shower Product. Such cost to KBRS shall not exceed the original square foot cost of the installation proven to be defective. KBRS, Inc. is not responsible for labor charges or other charges related to the removal or installation of Shower Product. Proof of product purchase is required with any claim.

Limitations

KBRS shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and KBRS published instructions. KBRS will not be liable for any loss or damage arising from the KBRS Shower Product installation or any KBRS product incorporated therein, whether direct, indirect, special, incidental, consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you. Excessive deflection, substrate movement or other failures of the substrate and damage to structural or subfloor elements from water are also not covered. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. KBRS will not be responsible for system failure resulting from the use of non-specified products. KBRS shall not be responsible for cracks in tiles; loss of bond to substrate, tile or membrane due to excessive tile deformation for any reason, or resulting from a lack of improperly-placed perimeter and/or movement joints. The potential for surface discoloration and shading due to UV light exposure is not considered a manufacturing defect. Although KBRS may have suggested the Shower Product or developed the Shower Product at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the Shower Product for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED. KBRS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES AND CONDITIONS, INCLUDING STATUTORY WARRANTIES AND CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE WARRANTY EXPRESSLY STATED HEREIN.

Responsibility of Others

Inspection of the unit is the responsibility of the owner or applicator prior to installation. This is to ensure that the unit is free of damage or defects. Units that exhibit defects must not be installed. KBRS is not responsible for damages that could have been discovered by proper inspection and testing of the unit prior to installation. KBRS is also not responsible for damages occurring during the installation process or thereafter. It is the responsibility of the owner or applicator to understand and comply with all building codes. KBRS is not responsible for products installed that do not comply with all local, state, and federal building code requirements.

Warranty Requirements

KBRS installation requirements can be obtained by calling Technical Services at 866-912-3211 or through www.kbrsinc.com. A ANSI A118.4 Bedding Mortar, KBRS Polyurethane Sealant, and KBRS Approved Waterproofing and Crack Prevention Membrane to qualify for this limited warranty.

Claims Procedures

If you wish to make a claim under this limited warranty, you must notify KBRS immediately in writing at: **Technical Services, KBRS, Inc., 8406 Speedway Blvd., Hardeeville, SC 29927**. Include any and all information related to an alleged defect of the installation. The claim must be submitted in a timely fashion, and evaluated by KBRS before any repair work is done. KBRS reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim. Proof of purchase may be required. For any claim that is not valid, KBRS will be paid reasonable charges, including travel and labor, associated with investigation of such claim.