

## **Limited term warranty for the use of PROMA's Revolutionary, Extreme-Performance, polymer-modified thin-set mortar PRO HPX MORTAR in conjunction with FLEXTHERM Inc.'s FLEXSNAP product.**

We are pleased to confirm that, subject to terms, conditions and limitations herein, PROMA ADHESIVES INC. (« PROMA ») warrants that the PRO HPX MORTAR is manufactured in accordance with strict product design, manufacturing and quality control procedures so that it is free of defects for a period of (25) years when used together with FLEXSNAP product from FLEXTHERM INC. for the installation of Ceramic tiles and Porcelain. This product must be mixed and used in accordance with the general requirements of ANSI A108 standards and PROMA's product specifications, setting instructions, shelf life limitations and technical data sheets as well as all other publications or written recommendations available.

This limited warranty covers the necessary direct and reasonable costs, including labor and materials, for the repair or replacement, at PROMA's choice, on a per square foot (square meter) basis of the sole portion of the installation proven to be defective during the warranty period due to a confirmed manufacturing defect of PROMA product, subject to the fulfillment of all other terms and conditions of this warranty. In no event will PROMA's liability under this warranty exceed the labor and material costs calculated at the original purchase price of the materials and original installation labor costs on a pro rata basis as described above.

There are no other applicable warranties expressed or implied offered by PROMA covering this product other than the present warranty contained and described herein.

This warranty may not be assigned or transferred and is to the sole and exclusive benefit of the immediate purchaser of PROMA products. This warranty is applicable only for purchases made in Canada and the USA.

### **WARRANTY EXCLUSIONS**

This warranty does not cover structural defects, substrate movements or deficiencies, hydrostatic and moisture conditions, tile and grout cracking, shading or execution of the work that is not in strict accordance with accepted trade standards and PROMA's written instructions. Efflorescence, color variation and shading are normal conditions of all Portland cement mortars and grouts and will by no means be considered defective conditions.

Without limiting the foregoing, this warranty does not cover damages or failure:

1. due to fire, structural misconception or defect, misuse and all other work deficiencies;
2. of natural or seismic origin, including earth quakes, tremors, and other extraordinary or unusual events;
3. due to vandalism or abuse;
4. due to cracking, weakening, defacing or deterioration of substandard concrete substrate;
5. related to caulking or sealing;
6. related to the default of any other product, including FLEXTHERM INC's FLEXSNAP;
7. related to problems, damages or failure which do not relate directly to the installation.

This warranty does not cover costs, losses such as loss of profit, loss of opportunity and damages due to lateness, delays or other consequential or indirect damages.

This warranty becomes null, void and of no effect if PROMA products are used, mixed or associated with products from other manufacturers.

This warranty becomes null, void and of no effect if proven that the user was capable of preventing the alleged damages by any other means.

## **WARRANTY SERVICE**

Claims for our warranty service must be submitted within thirty (30) days of the discovery of the alleged defect. Only claims in writing with a detailed description of the problem will be processed by our warranty service.

This warranty becomes null, void, and of no effect if PROMA is not able or allowed to visually inspect on site the alleged damages resulting from an alleged manufacturing defect of a PROMA product and to collect and test samples of the product allegedly defective.

All claims and solicitation must be addressed to:

**PROMA ADHESIVES INC.**

9801 Parkway  
Anjou, QC H1J 1P3  
[www.proma.ca](http://www.proma.ca)