



Installation Systems 10-Year Limited Warranty

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, EVERBILT™ warrants to the original owner that the EVERBILT™ Installation Systems will be free of manufacturing defects and will not break down, deteriorate or leak under normal usage for ten (10) years when installed in accordance with the 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 the EVERBILT™ Shower Pan and EVERBILT™ Waterproofing Membrane, EVERBILT™ will repair and/or replace, at its discretion, the affected area of the shower. Such cost to EVERBILT™ shall not exceed the original square foot cost of the installation proven to be defective. EVERBILT™ is not responsible for shade or dye lots of the finish materials. Proof of product purchase is required with any claim.

Limitations

EVERBILT™ shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and procedures and EVERBILT™ published instructions. EVERBILT™ will not be liable for any loss or damage arising from the EVERBILT™ Installation Systems or any EVERBILT™ 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. Cracking due to structural movement beyond the engineered design, excessive deflection or other failures of the substrate and damage to structural or sub floor 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. EVERBILT™ will not be responsible for system failure resulting from the use of competitive or non-specified products. EVERBILT™ shall not be responsible for lippage between tiles; cracks in tiles; loss of bond to substrate, tile or membrane due to excessive tile deformation such as warpage or curling for any reason, or resulting from a lack of improperly-placed perimeter and/or movement joints. All tile installed over post-tensioned or suspended slabs must be physically strong to accommodate movement without cracking or spalling, such as true porcelain tile. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect. Although EVERBILT™ may have suggested the material or developed the material at the request of the owner or applicator, it is the responsibility of the owner to test and determine the suitability of the material for the intended use and purpose, and the owner assumes all risk and liability whatsoever regarding such suitability. This warranty is in place of all other warranties and conditions, express or implied. EVERBILT™ expressly disclaims any other warranties and conditions, including statutory warranties and conditions and warranties and conditions of merchantability and fitness for a particular purpose other than the warranty expressly stated herein.

Claims Procedures

If you wish to make a claim under this limited warranty, you must notify EVERBILT™ immediately. 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 EVERBILT™ before any repair work is done. EVERBILT™ 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, EVERBILT™ will be paid reasonable charges, including travel and labor, associated with investigation of such claim. EVERBILT™ installation requirements can be obtained by calling 1-888-512-7339.

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