

Ubertile® Shower System Products 10-Year Limited Warranty (the “**Limited Warranty**”)

Coverage

Subject to the conditions and limitations herein, Ubertile®, a division of the Rudiger Group Inc. (“**ubertile**”), warrants the products from the Ubertile Shower System (the “**Product**”), to be free from manufacturing defects and will not rot or deteriorate under the Product’s specified intended normal, residential, non-commercial uses – as further detailed in the Product’s installation manual that was in effect at the time of installation of the Product, for a period of **ten (10) years** from the date of purchase of the Product.

A warranty claim under this Limited Warranty can only be made by the original intended owner and user of the property or unit in which the Product is incorporated (the “**End-user**”), and is not transferable or assignable to future and/or additional end-users of the Product unless prohibited by provincial or federal law.

Remedy

To submit a warranty claim, the End-user must provide a written warranty claim (a “**Claim**”), sent via registered mail to ubertile, sent to the current mailing address of ubertile (at the time of the Claim), within twenty (20) days of the alleged warranty defect. The Claim must include the Product’s original proof of purchase, the physical address where the Product is installed, a detailed description of the alleged warranty defect, and the name and contact information for the installers of the Product.

If the Product is found to be defective by a senior officer of ubertile in writing, the End-user’s sole remedy and only obligation of ubertile is to reimburse, to the End-user, an amount not to exceed the original square meter cost of the tile installation for the specific area of the tile installation determined by ubertile to be defective (the “**Replacement Cost**”). The Replacement Cost shall include only the original cost (on a per square meter basis) of the:

- Ubertile® Uberboard Classic Panels
- Ubertile® Uberboard Tech Panels
- Ubertile® Pre-sloped Shower Pans
- Ubertile® Drain components
- Ubertile® Seats
- Ubertile® Niches
- Ubertile® Curbs
- Ubertile® UberdeK
- Ubertile® Ubermat
- Ubertile® Uberseal
- Tile mortar
- Tile grout
- Tile
- Installation

Conditions and Limitations

ubertile reserves the right as a condition of this Limited Warranty to inspect the alleged warranty defect identified in the Claim and shall be provided a reasonable duration of time to test, investigate and inspect the installation before making a determination of the applicability of this Limited Warranty to the Claim.

This Limited Warranty applies only to Product both sold and installed in Canada (excluding Quebec).

This Limited Warranty does not apply to damage, rot, deterioration, leakage or any other failure resulting from neglect, abuse, shipping damage, improper storage, incorrect installation, misuse, accident, or post-installation modification or repair (except modification or repair performed with written approval from ubertile).

This Limited Warranty does not apply to equipment, tools, materials or components used in conjunction with the Product or the installation of the Product, including but not limited to thinset, grout, silicone and tile.

Effective Date

This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of ubertile in relation to the Product. This Limited Warranty shall apply to any installation occurring on or after January 1, 2019.

DISCLAIMER:

NO OTHER WARRANTY TO THE END USER FROM UBERTILE IS EXPRESSED OR IMPLIED. UBERTILE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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