



Tile Setting and Surface Preparation: Ultimate 6 Plus with Uncoupling Membrane Mats Limited Warranty

LIMITED WARRANTY

H.B. Fuller Construction Products Inc. ("HBF-CP") warrants, subject to the terms, conditions, limitations, and disclaimers herein, that the system¹ ("System"), for the period² described below, will:

- maintain the bond between the tile and the uncoupling membrane mat
- maintain the bond between the membrane mat and approved substrate (as listed on the Product Data Sheet)

provided that the Products comprising the System are properly applied within their applicable shelf life and in accordance with HBF-CP's written guidelines, Product Data Sheets and Specifications found at tecspecialty.com in effect on the date of its application and consistent with all applicable building codes and industry standards and guidelines, including the TCNA Handbook when applicable, and procedures for professional application to the extent they are consistent with HBF-CP's written guidelines and specifications. This is the sole and exclusive warranty for the products below when they are installed as a System.

| TEC® Ultimate 6 Plus with Uncoupling Membrane Mats System | |
|---|---|
| Application | Lifetime System |
| Membrane | Uncoupling Membrane Mats |
| Mortar | Ultimate 6 Plus Mortar |
| Grout | InColor® Grout <i>or</i> Design FX® Grout <i>or</i> Power Grout® <i>or</i> AccuColor EFX® Epoxy Grout and Mortar |

¹ System = Membrane + Mortar + Grout

² Limited Warranty period is effective from the date of the installation.

This Limited Warranty excludes exterior, submerged and steam room applications and further excludes applications using glass tile, resin-backed tile, and/or moisture sensitive stone unless specifically approved in writing on a case by case basis by the TEC®/H.B. Fuller Technical Support. This Limited Warranty also excludes any grout cracks.

This Limited Warranty further excludes any loss or damage arising out of or otherwise connected to: acts of war, terrorism, fire, explosion, natural disaster, acts of God, any failure to comply with the Written Materials, inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, faulty or negligent penetration of a Thin-Set System or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain a Thin-Set System, normal wear and tear, scratches, dents, corrosion or discoloration (whether caused by excessive heat, chemical cleaning products, abrasive agents or otherwise), efflorescence and shading which are a natural occurrence with cementitious materials and are not considered a defective condition for the purposes of this Limited Warranty, variations of texture, color or shade from those on product samples, packaging materials or other marketing materials, or other causes unrelated to a Thin-Set System (e.g. excess point loading).

EXCLUSIVE REMEDIES

HBF-CP's and Seller's sole and exclusive liability, and the sole and exclusive remedy for any loss or damage arising from the purchase or use of the Products when installed as a System shall be to supply the claimant with labor and materials necessary to repair or replace, merely one time, the portion of the installation which HBF-CP has determined needs repair or replacement. HBF-CP may remedy grout cracking resulting from repetitive dynamic substrate cracking or movement with a sealant in lieu of grout and the foregoing warranty does not cover such sealant.

The duration of the warranty on any replacement Product(s) will not exceed the balance of the warranty remaining on the Product that was replaced as of the date of such replacement.

WARRANTY CLAIM PROCEDURE

In order to qualify for the remedies described above, the claimant must notify HBF-CP, in writing, within thirty (30) days of discovering the allegedly defective condition. Claimant must provide proof of purchase of the Product which is alleged to be defective and covered by the foregoing warranty. Claimant must provide HBF-CP a reasonable opportunity to review and investigate the alleged defect. Claimant must send, e-mail or fax written claims to:

H.B. Fuller Construction Products Inc.
1105 South Frontenac Street
Aurora, IL 60504-6451
Attn: Technical Support
E-Mail: hbf-cp.customerservice@hbfuller.com
Fax: 630-952-1235

EXCLUSIONS AND DISCLAIMER OF WARRANTIES

The foregoing warranty does not cover damage or other harm from routine maintenance or cleaning, any defects, damage or other harm that is not the result of the acts or omissions of HBF-CP, or that arise to any extent or in any way from (i) the failure of buyer, owner, Product applicator, or anyone else to follow any applicable instructions of HBF-CP, if any, (ii) the abuse, misuse or modification of the Product,

(iii) structural failure or workmanship not in accordance with HBF-CP's instructions and applicable industry standards, (iv) normal wear and tear resulting from usage, (v) installations with improper substrate preparation, (vi) sewer backup, (vii) acts of God, (viii) subfloor moisture (except in the case of moisture control products LiquiDam™ Penetrating Moisture Vapor Barrier or LiquiDam EZ™ Moisture Vapor Barrier) or water damage, substrate failures caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR), (ix) any surface not installed in accordance with the manufacturer's recommendations including, but not limited to, temperature, relative humidity, and proper maintenance or (x) any surface not installed in accordance with the manufacturer's most recent published literature pertaining to glue down installations, including, but not limited to, wood flooring acclimation, expansion space, jobsite temperature, relative humidity and air flow requirements. ALTHOUGH HBF-CP MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE REQUEST OF A CLAIMANT, CLAIMANTS ARE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING THE SUITABILITY OF THE PRODUCT FOR THE INTENDED USE AND PURPOSE, AND CLAIMANTS ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. **THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, AND HBF-CP AND SELLER DISCLAIM ALL OTHER CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.** ANY IMPLIED WARRANTY GRANTED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY GRANTED ABOVE. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF REMEDIES AND DAMAGES

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE REMEDIES STATED ABOVE ARE CLAIMANT'S SOLE AND EXCLUSIVE REMEDIES AGAINST HBF-CP AND SELLER.

ANY EFFORTS BY HBF-CP OR SELLER BEYOND THE OBLIGATIONS PROVIDED FOR HEREIN, WILL NOT IN ANY WAY CHANGE THE LIMITATION OF REMEDIES AND DAMAGES STATED IN THIS WARRANTY OR EXTEND OR CHANGE THIS WARRANTY.

Tile Setting and Surface Preparation: Ultimate 6 Plus with Uncoupling Membrane Mats Limited Warranty

LIMITATION OF LIABILITY

IN NO EVENT WILL HBF-CP'S OR SELLER'S LIABILITY UNDER THIS WARRANTY EXCEED THE REASONABLE COST OF THE EXCLUSIVE REMEDY. THIS LIMITATION APPLIES TO ANY CLAIM REGARDLESS OF WHETHER HBF-CP'S AND/OR SELLER'S LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

DISCLAIMER OF DAMAGES

HBF-CP AND SELLER ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SALE, PURCHASE OR USE OF THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, WHETHER ARISING FROM DELAY DURING INSPECTION OR REMEDY OF PRODUCTS FOR ALLEGED DEFECT REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF HBF-CP AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) ASSERTED TO MAKE A CLAIM. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ACKNOWLEDGEMENT

BUYER AGREES ON BEHALF OF BUYER, APPLICATOR, AND THE OWNER OF THE PREMISES TO WHICH THE PRODUCTS ARE APPLIED, THAT THE PURCHASE PRICE OF THE PRODUCTS REFLECTS THE DISCLAIMERS, EXCLUSIVE REMEDIES, AND LIMITATION OF LIABILITY SET FORTH HEREIN, AND THAT THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SIGNIFICANTLY HIGHER WITHOUT THESE TERMS, AND THAT THESE TERMS ARE FAIR ALLOCATION OF RISK.

NONTRANSFERABLE WARRANTY

This warranty applies to the buyer, applicator, and first owner of the premises to which the Product is applied and is not transferable and confers no rights or remedies on any third parties, whether as third party beneficiaries or otherwise.

COMPLETE AGREEMENT

This warranty completely replaces and supersedes any prior oral or written warranties, agreements or representations regarding the Products or their application. Only an officer or general manager of HBF-CP may change this warranty, and only in a writing signed by the officer or general manager.

IF BUYER DOES NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AS SET FORTH ABOVE, BUYER CAN RETURN THE UNOPENED PRODUCT FOR A REFUND.

This warranty applies to all applications of the Product that occur after January 1, 2022.

To learn more, visit TECSpecialty.com



H.B. Fuller Construction Products Inc. | 1105 South Frontenac Street Aurora, IL 60504-6451