

MAPEI Inc. 2900 Francis Hughes Laval, QC, Canada H7L 3J5

To: To our valued customers	cc : Technical Services / MAPEI Inc.
From: François Faubert & J.D. Eckmire	Date: November 4, 2016

<u>Subject: Recommendations for Prodeso or Prodeso Heat and Nuheat membrane by Progress</u> Profiles with selected MAPEI products.

To whom it may concern,

MAPEI is pleased to recommend the following products for interior residential or light commercial installations in dry areas only for use with Prodeso or Prodeso Heat by Progress Profiles:

- 1. Installations involving **Kerabond™** or **Kerabond T** mixed with water will benefit from our limited 1-year warranty (hereafter).
- 2. Installations involving Ultraflex™ LHT will benefit from our limited 10-year warranty (hereafter).
- 3. Installations involving Ultraflex 2, Ker 121, Ultraflex RS, Ultraflex LFT™ or Ultraflex LFT Rapid will benefit from our limited 15-year warranty (hereafter).
- 4. Installations involving Kerabond mixed with Keralastic, Kerabond T mixed with Keralastic, or Granirapid® System will benefit from our limited 25-year warranty (hereafter).
- 5. To qualify for the aforementioned warranty terms, grouting must be performed by using Ultracolor[®] Plus, MAPEI Flexcolor[™] CQ or Kercolor U.

Prodeso, Prodeso Heat and Nuheat membrane must be adhered to the substrate using one of MAPEI's polymer or latex modified setting mortars mentioned above.

It is possible to use a two-step approach. A. Fill the inner profile of the membrane with the tile setting mortar and allow to harden at least 12 hours (3 hours with a mortar quick-setting). B. Install tiles by employing more tile setting mortar. Our products should be mixed and applied as per our strict instructions contained in the respective technical data sheets.

Based on experience, MAPEI feels that it is good practice to allow for longer drying time before grouting when installing large format tiles (i.e. tile greater than 15" (38 cm) on one or more sides).

Large commercial installations can benefit from MAPEI's Limited Project Warranty. Please contact your local MAPEI Sales Representative to discuss your project.

We wish to thank you for considering MAPEI for your project. Please do not hesitate to contact us at your convenience.

Yours truly,

François Faubert Director of Sales Eastern Canada J.D. Eckmire Director of Sales Western Canada

Tile & Stone Installation Systems Limited Product Warranty

WARRANTY COVERAGE: MAPEI Inc., subject to the terms on Page 1 of this 2-page document and to the conditions set forth below, warrants that its products will be free from defects under normal usage for the applicable warranty period stated in this limited warranty ("warranty"), when the product purchased is used within its shelf life and according to (a) the technical data sheets and other written material issued by MAPEI for the product (collectively, the "Product Literature") which are in effect at the time of the installation, and (b) governmental regulations and codes, and standard industry practices. For purposes of this warranty, the word "residential" means a job installation utilizing MAPEI products at a single-family detached or semi-detached dwelling, or an individual condominium unit. The words "light commercial" means a job installation utilizing one or more MAPEI products at multi-family residential projects (such as for common areas in condominiums, for cooperatives, for apartments, for timeshares and for mandatory homeowner associations) and public places with light foot traffic.

EXCLUSIONS FROM WARRANTY COVERAGE: This warranty does not apply in following situations, but are not limited to:

- (a) damages caused by structural failure, inadequate subflooring, or improper subfloor or substrate preparation, or faulty structural design;
- (b) damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake, fire or other types of natural disaster, or as a result of unforeseen circumstances;
- (c) damages caused by acts of negligence, or product misuse or abuse; improper or wrong application of the product by the installer; failure to comply with our Product Literature, applicable building codes and regulations, and standard industry practices;
- (d) variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials;
- (e) changes in color due to exposure to sunlight and age;
- (f) subfloor moisture or water damage;
- (g) normal wear and tear resulting from usage;
- (h) efflorescence and shading inherent in all cementitious products;
- (i) cracking due to structural movement, excessive deflection or other failure of the substrate;
- (j) damages due to vandalism;
- (k) damages due to improper maintenance or improper use of cleaning chemicals;
- (I) damages caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR);
- (m) damages caused by exposure to inappropriate, excessive or extreme temperatures; and
- (n) This warranty excludes steam showers, steam rooms and submerged applications.

Moreover, it is expressly understood that, by your purchase of our products, you acknowledge that MAPEI cannot be held responsible or liable for determining the suitability or compatibility of our products for the user's intended purpose. The products must not be mixed or used in combination with any other product that is not manufactured by MAPEI or approved by MAPEI.

YOUR LEGAL RIGHTS: This constitutes your entire express warranty for the system purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose are excluded. Any implied warranties arising by operation of law are limited in duration to the term of this warranty. All other remedies including, but not limited to, direct, indirect, special, incidental or consequential damages, or for lost profits or business interruption loss are excluded under any circumstances. Yet, some provinces may not allow limitations on implied warranties, so the above limitation may not apply to you. The present warranty shall be governed by the laws of Canada and the laws of the province in which the aforesaid products were purchased. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from province to province. No representation, promise, affirmation or statement by any employee or agent of MAPEI will be enforceable against MAPEI unless it is specifically included in this warranty. This warranty shall commence on the date of purchase of our system and shall end as specified in this warranty; is limited to the original purchaser and is nontransferable; and applies only to purchases within Canada of those systems made on or after September 8, 2015.

FILING A CLAIM: To file a claim under this warranty, you must contact us, in writing, within fifteen (15) days of your knowledge of the alleged manufacturing defect in our product, at MAPEI Inc., Attn: Technical Services Department, 2900 Francis Hughes, Laval, Quebec, Canada H7L 3J5. Proof of purchase of the alleged defective product must be submitted with any notice of claim. We have the right to physically inspect the job installation site, perform testing and obtain samples from that job installation and of our product used in that installation where the alleged warranty claim occurred before we determine the validity of your claim. We may engage independent third parties to perform such inspection, testing and taking samples as aforesaid. In order to perform (or have performed) the services described in the prior sentence, the person or entity filing a claim hereunder shall provide MAPEI with full access to owner's site and agrees to pay those services and all related costs of MAPEI if the claim is invalid under this warranty. Your claim must be received and evaluated by us before any repair work is performed; otherwise, this warranty will be null and void.

YOUR EXCLUSIVE REMEDY: If your claim is valid under this warranty and our product is proven defective within the respective warranty period stated in this warranty, you will receive, as your sole remedy, MAPEI replacement product and reimbursement of your reasonable and substantiated material and labor costs for only that portion of the original installation requiring replacement as determined by MAPEI, including flooring, not to exceed per square foot cost of original installation.

ALL PRODUCTS SHOWN MUST BE INSTALLED ACCORDING TO THEIR PRODUCT LITERATURE.

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