



Progress-Profiles Prodeso 10-Year Limited Warranty

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, **Progress Profiles** warrants that **Progress Profiles - Prodeso (The "Product")*** - will meet all composition and performance criteria for a period of ten (10) years from the date of purchase only when the Product is used and installed in accordance with the terms and conditions of the Progress Profiles Technical Data Sheet and industry standard guidelines that aren't in conflict with the Data Sheet in effect at the time of installation. Further, efflorescence is considered to be a natural occurrence with cementitious materials and is therefore not considered to be a defective condition and is not covered by this warranty. It is the responsibility of the owner/builder/installer to ensure the suitability of all building materials and all associated building materials for the owner's intended use. It is recommended that the owner consult an experienced and professional installer.

RESOLUTION: If the Products fail to meet this warranty, then the owner's exclusive remedy and the sole obligation of Progress Profiles, at its election, shall be to

- a) Reinstall or replace the failed portion of the floor covering assembly
- b) Pay an amount not to exceed the original square meter cost of the installation of the floor covering assembly verified to be defective.

Floor covering assembly is defined to include all Prodeso materials, non-reusable flooring surfaces, and the appropriate setting and grouting materials. Further, due to conditions beyond the control of Progress Profiles (e.g. color and shade availability, discontinuation, normal wear and tear), Progress Profiles cannot guarantee or warrant an exact match to the specific tile, stone, or other flooring materials used in the installation. In such events, substantially similar materials may be substituted.

DISCLAIMER: THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY AS STATED ABOVE. ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE DISCLAIMED AND EXCLUDED, INCLUDING WARRANTIES, REPRESENTATIONS OR CONDITIONS OF **MERCHANTABILITY** OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. PROGRESS PROFILES EXCLUDES AND IN NO EVENT SHALL HAVE ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCTS OR FLOORING SYSTEM OF WHICH THEY ARE PART, NOR MISUSE OF THE PRODUCTS OR FLOORING SYSTEM, REGARDLESS OF ANY STRICT LIABILITY, ACTIVE OR PASSIVE NEGLIGENCE OF PROGRESS PROFILES, AND REGARDLESS OF THE LEGAL THEORY (CONTRACT OR TORT OR EXTRA CONTRACTUAL OR OTHER), NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, INTENTIONAL ACTS OF DESTRUCTION OR ANY LOSSES DUE TO STRUCTURAL FAILURE OR OTHER CAUSES UNRELATED TO THE PRODUCTS OR DELAYS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY EXPRESSED OR IMPLIED. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH THIS WARRANTY. THIS LIMITED WARRANTY GIVES YOU



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P.I. IT 03481880262 - R.E.A. TV 27531
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Cap. soc. € 120.000,00 i.v.
N. Meccanografico TV 44685

SPECIFIC LEGAL RIGHTS; SOME STATES AND PROVINCES DO NOT ALLOW DISCLAIMERS OR OTHER RESTRICTIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TRANSFERABILITY: This limited warranty extends ONLY to the original end-user (defined as original intended owner and user of the property / unit in which the installation is incorporated – herein referred to as "Owner") and is not transferable or assignable, unless approved in writing by the Technical Director or an Officer of Progress Profiles or otherwise prohibited by specific state or provincial law.

MODIFICATION TO WARRANTY: No changes or modification of any terms or conditions of this warranty are allowed unless authorized by written agreement and signed by the Technical Director or an Officer of Progress Profiles.

EFFECTIVE DATE: This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of Progress Profiles relative to the Product or the application of the Product and shall apply to any installation occurring on or after 1 July, 2016.

CLAIMS ON THIS LIMITED WARRANTY: To make a claim under this Limited Warranty, the Owner must provide Progress Profiles with written notice within 30 days of any alleged defect in the Product covered by this Limited Warranty, together with the date and proof of purchase of the Product, proof of the cost of the original installation and name and address of all installers, failing which this Limited Warranty shall be of no legal effect. Progress Profiles reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and defective condition.

All Claims shall be sent to:

Progress Profiles S.p.A.

Via le Marze, 7

31011 Asolo (TV) Italy

***Progress Profiles** – Prodeso - (the "Product"): The Product is defined the uncoupling and waterproofing membrane include in – Profiles and membrane for terraces and balconies - referred to general Progress Profiles catalogue in force.

