

### **“wedi Builder Choice Products” - 10-Year Limited Warranty**

wedi Corp. (“wedi”) warrants that for a period of 10 years from the date of purchase, all products it sells bearing the wedi name and which belong to the product group “ Builder Choice” (the “Products”) shall be free of manufacturing defects and conform to wedi’s published specifications and performance, subject to the terms, conditions, and limitations below.

The wedi Builder Choice warranty covers product applications in accordance with the terms of this document (the “Warranty”), and which are a) specifically approved by wedi in its catalogs, specifications and publications for wedi Builder Choice (subject to the limitations therein), and b) installed in accordance with wedi’s published requirements and installation manuals for wedi Builder Choice Products, as well as applicable building codes and accepted industry standard guidelines.

wedi Builder Choice Products are not warranted in any application, installation, or other use in combination with non- wedi Builder Choice Products bearing the wedi name (“wedi’s Other Products”), unless wedi specifically specifies such combination in its installation manuals and guidelines.

**LIMITATIONS ON COVERAGE.** The 10-year limited warranty does not apply to: (a) Products damaged, expired ( if expiration specified and expressly noted by wedi), or misused after leaving wedi’s possession; (b) Products not handled or stored according to wedi’s written guidelines ( see Technical Data Sheet or TDS); (c) Products not installed in strict compliance with applicable wedi Builder Choice Products installation manuals and guidelines, and general wedi installation manuals to the extent wedi’s Other Products are used in combination with wedi Builder Choice Products, d) Products which are not installed in accordance with applicable building codes, and accepted industry standards; (e) Products which have undergone a repair, re-installation, or replacement which was not authorized by wedi in writing; (f) damage resulting from a defect in a product not sold by wedi and not bearing the wedi name or logo; (g) damage resulting from a defect in the structure or component of the structure and/or framing to which the Products were affixed; (h) damage resulting from failure to quarantine or take other protective steps to remove hazardous substances such as mold and mildew, and failure to restrict people from accessing areas affected by hazardous substances; (i) claims arising from expired Products that references an expiration date, or Products which were not installed within 6 months of purchase, or Products installed in buildings which remained vacant for a period of 6 months any time after installation; (j) claims arising in buildings vacant for 4 weeks or longer prior to either occurrence or observance of Product’s manufacturing defect or damage; or (k) any other cause not related to manufacturing defects of the Products.

**WARRANTY COVERAGE.** If, within the applicable warranty period, any Product does not meet wedi’s published specifications for SP Products due to a wedi manufacturing defect (“Non-Conforming Product”), wedi will, subject to all other terms of this Warranty and at its sole and absolute discretion, do one of the following:

- (a) Replace or repair the Non-Conforming Product and attached tile surface finishes which are damaged as a result of the Non-Conforming Product. Precise duplicates of surface finish products, such as tile, may not be available, but where applicable, substantially similar products may be used as a substitute; or

- (b) Refund the original cost of the Product and the cost of the tile finish material as needed to mitigate an isolated, damaged portion of the installation.

**NO OTHER WARRANTIES.** No representative, dealer, or any other person is authorized to provide any warranty, representation, condition, or promise on behalf of wedi with respect to the Products. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, shall modify the wedi Warranties, unless made in writing and signed by an authorized representative of wedi.

**EXCLUSIVE REMEDY.** THE WEDI WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WEDI SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOST PROFITS, EXCEPT AS EXPRESSLY PROVIDED ABOVE. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, AND PROVINCE TO PROVINCE.

**DISCLAIMER FOR INSTALLATION.** WEDI ONLY WARRANTS THE “PRODUCTS” (AS DEFINED ABOVE). THE WEDI WARRANTIES DO NOT APPLY TO INSTALLATION, AND WEDI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE WORK OF ANY INSTALLER, INCLUDING CERTIFIED OR PRO CERTIFIED INSTALLERS. UNDER NO CIRCUMSTANCES SHALL WEDI BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGES ARISING OUT OF THE PERFORMANCE OF AN INSTALLER.

**DISCLAIMER FOR NON-WEDI PRODUCT USED IN THE INSTALLATION**

WEDI ONLY WARRANTS THE “PRODUCTS” (AS DEFINED ABOVE). THE WEDI WARRANTIES DO NOT APPLY TO SUBSTRATES, SUBSTRUCTURES, SURFACE FINISH PRODUCTS, INSTALLATION ADHESIVES OR GROUTS AND WEDI MAKES NO REPRESENTATION OR WARRANTIES REGARDING THE FITNESS OF THESE STRUCTURES OR PRODUCTS FOR THE INSTALLATION OR THEIR COMPATIBILITY WITH ANY WEDI PRODUCT. UNDER NO CIRCUMSTANCES SHALL WEDI BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGES ARISING OUT OF THE PERFORMANCE OF A NON – WEDI PRODUCT OR STRUCTURE IN THE INSTALLATION OR THEIR EFFECT ON WEDI PRODUCT.

**NON-TRANSFERABILITY AND CONTINUING WARRANTY COVERAGE.** The wedi Warranties extend only to the installer, developer, and the owner of the residence or building into which the Products are installed at the time of installation (“Claimant”). The wedi Warranties are not transferable or assignable, except upon the transfer of title to the residence or building from a developer to its first non-developer owner, or where required by applicable law. If any Product is repaired or replaced under the wedi Warranties, ongoing warranty coverage (if applicable) shall continue from the original date of purchase, and not the date of the repair or replacement.

**NOTICE TO WEDI .** wedi shall have no obligations under the wedi Warranties unless wedi is provided timely notice of the claim as described below.

Notice of all wedi Warranty claims must be provided to wedi immediately upon noticing a defect but no later than thirty (30) days of when a defect would have been reasonably noticed. Delays of Notice may limit or void wedi’s warranty.

Continued use of the defective installation or non-wedi approved attempts to repair may limit or void the wedi's warranty.

Notice of a potential claim must be provided to wedi in writing at: wedi Corp. c/o Customer Service, 1160 Pierson Dr. Batavia, IL 60510; (p): (877) 933-WEDI (9334), (f): (847) 357-9819. wedi shall be allowed a reasonable amount of time to investigate all claims. Such investigation will include, but not necessarily be limited to: authorization and access to perform testing, as wedi deems necessary to adequately analyze the jobsite conditions. Upon Wedi's request and as a condition of warranty coverage, Claimant shall provide copies of all invoices for the Products, the surrounding building materials, and their installation.

Manufacturer: wedi Corporation ( USA); Batavia, Illinois. Publication of warranty statement effective date: 01/01/2025-