

## **15-Year Limited Application-Specific wedi PRO Warranty:**

# wedi<sup>®</sup> Curbless Shower Bases connected with Ardex Flexbone Heat<sup>®</sup> in residential bathroom installations.

- In certain circumstances defined herein, wedi offers a 15-Year Limited PRO Warranty ("Warranty") for Registered Project Installations as defined under 2. and pursuant to which wedi and Ardex warrant its product systems wedi Fundo Curbless Shower System and Ardex Flexbone Heat and such other products of the two companies as listed under A. and B. ( the "Products") shall be free of manufacturing defects and conform to wedi's and Ardex's published specifications, and can be used and integrated in one system installation.
- 2. To qualify for the Warranty, Products must be used in a "Registered Project Installation", installed by a wedi PRO certified Installer, and the Products used must be the "wedi Fundo Curbless shower systems", installed in combination with wedi or ARDEX brand tile mortars and grouts and Ardex Flexbone Heat uncoupling and floor warming system ("ARDEX products" and as those terms are defined below).
- 3. In order for the Warranty to apply, the "wedi Fundo Curbless shower systems" must be used together with the ARDEX products and only for their stated purpose as outlined in the respective technical datasheets; the products must be used within shelf life; and the products must be applied in strict accordance with the technical datasheet, any wedi or ARDEX application instructions and industry standard practices. Any tile, stone or finish materials used must be compatible with the ARDEX products, suitable for the application, and installed within the manufacturers' stated guidelines.

### **Definitions:**

- **A.** "wedi Products", defined as:
  - (a) All products included in a wedi Fundo Curbless Shower Kit , whether purchased as a kit or separately.
- B. "ARDEX products", defined as:
- (a) ARDEX LIQUID BACKERBOARD® Self-Leveling Underlayment
- (b) ARDEX X 65<sup>™</sup> Lite Lightweight Universal Tile and Stone Mortar
- (c) ARDEX X 77<sup>™</sup> MICROTEC<sup>®</sup> Fiber Reinforced Tile and Stone Mortar
- (d) ARDEX X5 .Tile Adhesive Mortar



(e) ARDEX FLEXBONE HEAT membrane

(f) ARDEX FLEXBONE HEAT cable and thermostats (these products are limited to a 3 year warranty term).

**C. "Registered Project Installation",** defined as: a project in which the qualifying products and applications have been installed by a wedi PRO certified installer with active certification for a construction project which is a residential dwelling, and where the installer or owner has registered this warranty on wedicorp.com within thirty(30) days of installation of the Products and provided all information necessary: (a) Building Owner Information (name of owner(s); building address); (b) Installer Information (name of installation company; address and contact information); and (c) copy of the purchase invoice of the Products, and (d) photos of the installation. The Registered Project Installation will be reviewed and will be approved by wedi if applicable and a certificate is provided to conclude the registration.

**D. wedi PRO Certified Installer** means an individual who has successfully completed wedi PRO Certification classes, and holds a valid certificate as a PRO Certified installer issued by authorized wedi personnel. Unless earlier revoked or terminated, PRO Certification expires on the fourth (4<sup>th</sup>) anniversary of the date of issuance.

**NOTE:** The Warranty conditions and limitations outlined here are applicable to both the wedi and ARDEX products in the system. For the sake of simplicity, where wedi is referenced, the same responsibility, coverage and limitations apply to the ARDEX warranty. All warranty claims will be directed to and managed by wedi.

**LIMITATIONS ON COVERAGE.** The 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 written guidelines; (c) Products not installed in strict compliance with applicable installation manuals and guidelines, applicable building codes, and accepted industry standards; (d) Products which have undergone a repair, re-installation, or replacement which was not authorized by wedi in writing; (e) damage resulting from a defect in a product not sold by wedi and not bearing the wedi name or logo; (f) damage resulting from a defect in the structure or component of the structure and/or framing to which the Products were affixed; (g) damage resulting from failure to guarantine 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; (h) 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; (i) claims arising in buildings vacant for 4 weeks or longer prior to either occurrence or observance of Product's manufacturing defect or damage; or (j) any other cause not related to manufacturing defects of the Products.



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

(a) Remove, Replace or Repair the non-conforming product and attached installations which are damaged as a result of the non-conforming system 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 but will only be used to repair or replace the affected area and not the entire installation; or

(b) Refund the original cost of the installation or a proportionate part of the cost as needed to mitigate an isolated, damaged portion of the installation.

**MAXIMUM LIABILITY.** The maximum liability for any claims shall be reduced by a value of five percent (5%) loss of value due to ageing per year based on the cost of a Refund of the original cost 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 Warranty, unless made in writing and signed by an authorized representative of wedi.

**EXCLUSIVE REMEDY.** THE WARRANTY CONTAINED HEREIN IS 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. THIS WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND THERE MAY ALSO BE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, AND PROVINCE TO PROVINCE.

**DISCLAIMER FOR INSTALLATION.** WEDI ONLY WARRANTS THE "PRODUCTS" (AS DEFINED ABOVE). THE WARRANTY DOES 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 WARRANTY DOES NOT APPLY TO SUBSTRATES, SUBSTRUCTURES, OR SURFACE FINISH PRODUCTS, AND MAKES NO REPRESENTATION OR WARRANTY REGARDING THE FITNESS OF THESE STRUCTURES OR PRODUCTS FOR THE INSTALLATION OR THEIR COMPATIBILITY WITH 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 ITS EFFECT ON WEDI PRODUCT.

#### NON-TRANSFERABILITY AND CONTINUING WARRANTY COVERAGE. The

Warranty extends only to the installer, developer, and the owner of the building into which the Products are installed at the time of installation ("Claimant"). The Warranty is not transferable or assignable, except upon the transfer of title to the 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 Warranty, ongoing warranty coverage (if applicable) shall continue from the original date of purchase, and not the date of the repair or replacement. Warranty coverage shall continue after a claim is tendered to wedi only if any required repairs, re-installations, or replacement of Products are performed under guidance by wedi.

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

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

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

Manufacturers: wedi GmbH (Germany), wedi Corporation (USA) represented in USA and Canada by wedi Corporation, Batavia, Illinois, ARDEX LP(USA). Publication of warranty statement effective date: 08/01/2025.



