

Warranty Program for wedi Product Systems

General 10-Year Limited Warranty

wedi Corp. ("wedi") warrants that for a period of 10 years from the date of purchase, products it sells bearing the **wedi name** ("wedi Brand Products" or the "Products"") shall be free of manufacturing defects and conform to wedi's published specifications and performance standards, subject to the terms, conditions, and limitations set forth herein.

The following products and product families are **excluded** from this warranty and are covered under their own specific warranties (each, a "Specific Warranty"): "wedi Builder Choice" and "Sentinel PRO by wedi." This exclusion is not limited to the products named above; it applies to any products bearing the wedi name along with an additional brand or designation in the product name that have a separate warranty.

Where wedi publications specify or recommend the use of these excluded products in combination with wedi Brand Products, the installation will be covered solely under the applicable Specific Warranty for the excluded products.

The wedi Brand Product warranty applies only to product applications that are: (a) specifically approved and any limitations specified in wedi's published materials; and

(b) installed in accordance with wedi's published requirements, limitations and installation manuals as well as applicable building codes and accepted industry standard guidelines.

15-Year Limited Warranty and 20- Year Limited Warranty

In certain circumstances described herein, in lieu of the 10-Year Limited Warranty, wedi offers:

- a 15-Year Limited Warranty ("15-Year Limited Warranty"); or
- a 20 Year Limited Warranty ("20-Year Limited Warranty").

In each case, wedi warrants that the wedi Brand Products will be free from manufacturing defects and will conform to wedi's published specifications for the duration of the applicable warranty period.

Eligibility Requirements — To qualify for either the 15-Year Limited Warranty or the 20 - Year Limited Warranty, all of the following conditions must be met:

- 1. The Products must be installed by a "PRO Certified Installer" (as defined herein).
- 2. The installation must be a "Registered Installation" (as defined herein).
- 3. The Products must be installed in a "Residential Use Building/Dwelling" (as defined herein).
- 4. The system installation must remain unchanged from the time of original installation through the end of the ownership and occupancy by the Owner (as defined herein), who must be the end user and sole beneficiary of these warranties.
- 15-Year Limited Warranty applies to a wedi shower system project exclusively using all of the following products needed to install complete wedi® shower and / or steam shower systems including:
- (a) wedi Fundo® Shower Base and drain (unless installation is a wall surround with a pre-made

surface finished shower base or tub only);

- (b) wedi® Building Panels (wedi® Vapor 85™ installation system in steam room installations);
- (c) wedi® Joint Sealant and wedi® Fastener System; and
 - (d) a wedi® Curb, Ramp, or floor entry and floor transition waterproofed by wedi® Building Panels, or wedi® Subliner Dry™ waterproofing membrane system (unless installation is a wall surround with a pre-made surface finished shower base or tub only). Installation Requirements
 - wedi® Building Panels, or wedi® Vapor 85™ or, or wedi® Subliner Dry™ must be installed to cover all shower walls exposed to water or water vapor, or any wall surfaces considered wet areas Res2, Res3, Res4, Com2, Com3, or Com4 (as defined by the TCNA Handbook on Ceramic, Glass, and Stone Tile Installation), and must be installed at least 6 inches higher than every water inlet or shower head and on all surfaces in the case of steam shower/room applications.

The 15-Year Limited Warranty is available to Owners who are also occupants and end users of residential dwellings or property only.

- 20-Year Limited Warranty applies to a wedi shower system project meeting the definition of a 15-Year Warranty Installation, but where also the entire bathroom floor (aside from the shower space) is waterproofed using suitable wedi product. . The 20-Year Limited Warranty is available to Owners who are also occupants and end users of residential dwellings or property only.
- 3. **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 (4th) anniversary of the date of issuance.
- 4. **Owner** is defined as the original owner of the property into which the wedi® product is installed. Owners who can qualify for wedi's 15-Year Limited Warranty or an end user of the property in which the wedi® system is installed. The 15-Year Limited Warranty or 20- Year Limited Warranty is not transferable to another person or entity.
- 5. **Residential use building/ dwelling** is defined as a building used as a private residence (e.g.: single family home or unit inside a multi-family construction building.
- 6. **Registered Installation** means a project which has been installed by a wedi® PRO certified installer with current certification, and in which wedi® has been provided the following within thirty (30) days of installation of the Products:
 - (a) Residence/Building Owner Information (name of owner(s); residence/building address);
 - (b) Installer Information (name of installer and company; PRO certification ID Number; address and contact information);
 - (c) minimum of two digital photos of the wedi® installation (prior to installation of surface coverings), including a close-up of the entire wedi® product installation; and
 - (d) copy of the purchase invoice of the Products. Registrations can be made on www.wedicorp.com. The Registered Installation has to be approved by wedi® and a certificate is provided to conclude the registration.

LIMITATIONS ON COVERAGE. Neither the 10-Year Limited Warranty, 15-Year Limited Warranty, nor the 20-Year Limited Warranty (collectively, "wedi Warranties") 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; (c) Products not installed in strict compliance with applicable wedi 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 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; (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 (such as grout defects, efflorescence and other tile surface related defects).

WARRANTY COVERAGE. If, within the applicable warranty period, any Product does not meet wedi's 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 wedi® 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 installation or a proportionate part of the cost as needed to mitigate an isolated, damaged portion of the installation

WEDI'S MAXIMUM LIABILITY. For projects covered under wedi's 15-year Limited Warranty, wedi's maximum liability for any claims following the first 10 years of the warranty period shall not exceed ten thousand and 00/100 U.S. dollars (\$10,000). For projects covered under wedi's 20-Year Limited Warranty, wedi's maximum liability for any claims following the first 10 years of the warranty period shall not exceed ten thousand and 00/100 U.S. dollars (\$10,000) and following the first 15 years of the warranty period shall not exceed five thousand and 00/100 U.S. dollars (\$5,000).

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 WEDI® 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 OR OTHER NON-WEDI® PRODUCTS INTRODUCED IN THE INSTALLATION AND MAKES NO REPRESENTATION OR WARRANTIES 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 THEIR EFFECT ON WEDI® PRODUCT.

NON-TRANSFERABILITY AND CONTINUING WARRANTY COVERAGE. The wedi® Warranties extend only to the owner and occupant 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 and occupant 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. Failure to provide timely notice may limit or void coverage under the wedi Warranties.

All claims must registered under this link:

https://wedicorp.com/en/claims

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

In addition to online registration, notice of a potential claim must be provided in writing to: wedi Corp. c/o Customer Service 1160 Pierson Dr.

Batavia, IL 60510

(p): (877) 933-WEDI (9334)

(f): (847) 357-9819.

wedi® shall be afforded a reasonable period of time to investigate all claims. Such investigation will include but not be limited to: authorization and access to perform testing, as wedi deems necessary to adequately analyze the jobsite conditions.

As a condition of warranty coverage and upon wedi's request, Claimant must provide copies of all invoices for the Products, as well as invoices for the surrounding building materials, and their installation.