



wedi + ARDEX Integrated Limited Lifetime Warranty

This Addendum modifies and supplements the *Warranty Program for wedi Product Systems* to create the *wedi + ARDEX Integrated Limited Lifetime Warranty*, offering expanded system warranty protection.

The wedi + ARDEX Integrated Limited Lifetime Warranty applies to a wedi shower system (including steam showers) that meets the definition of the wedi General 10- Year Limited Warranty and the wedi 15-Year Limited Warranty and, in addition, incorporates the use of ARDEX Tile and Stone mortars for installing “wedi Brand Products”, or for any other wedi product application where thinset mortar is required per the wedi Installation Manual. Further, in order for the wedi + ARDEX Integrated Limited Lifetime Warranty to apply, ARDEX Tile and Stone installation products detailed below, must be used together as a system-based installation (mortar + grout).

The wedi + ARDEX Integrated Limited Lifetime Warranty is available exclusively to Owners, who are also occupants, and end users of residential dwellings or residential property.

Eligibility Requirements

To qualify for the wedi + ARDEX Integrated Limited Lifetime Warranty, the following conditions must be met in addition to the criteria set forth in the **Warranty Program for wedi Product Systems, wedi’s General 10- Year Limited Warranty and wedi’s 15-Year Limited Warranty**.

link: [Warranty Program for wedi Product Systems](#)

- The Products must be installed by a “wedi PRO Certified Installer”.
- The installation must be a “wedi Registered Installation”.
- The Products must be installed in a “Residential Use Building/Dwelling”
- The system installation must remain unchanged from the time of original installation through the end of the ownership and occupancy by the Owner, who must be the end user and sole beneficiary of this warranty .

Definitions

“**ARDEX Products**” are defined as the following materials when for use together as a system (e.g. mortar and grout):

- a) **ARDEX X 5™** Flexible and Versatile Tile and Stone Mortar
- b) **ARDEX X 65™** Lightweight Universal Tile and Stone Mortar
- c) **ARDEX X 77™** Microtec® Fiber Reinforced Tile and Stone Mortar
- d) **ARDEX N 23™** Rapid Set Natural Stone and Tile Mortar
- e) **ARDEX S 28™** Microtec® Rapid Set, Rapid-Dry Super Format Tile and Uncoupling Membrane Mortar
- f) **ARDEX X 32™** Microtec® Universal Rapid Setting and Drying Thin-To-Thick Bed Mortar
- g) **ARDEX 100% Solids Epoxy Adhesive**
- h) **ARDEX FL™** Rapid Set, Flexible, Sanded Grout
- i) **ARDEX FG-C™** Microtec® Unsanded Grout
- j) **ARDEX DG 1™** One Component Grout
- k) **ARDEX WA™** High Performance, 100% Solids Epoxy Grout and Adhesive

Product Use Requirements

For the wedi + ARDEX Integrated Limited Lifetime Warranty to apply:

- All ARDEX Products must be used together only for their stated purpose as stated in the Technical Data Sheet (TDS).
- All ARDEX Products usage is subject to wedi's requirements, limitations, TECHNICAL DATA SHEET and installation manuals to ensure appropriate choice of products, or product combinations, for specific wedi applications as recommended by wedi.
- All ARDEX Products must be within their shelf life at the time of installation.
- All ARDEX Products must be applied strictly according to:
 - the product Technical Data Sheet,
 - any ARDEX application instructions, and
 - industry-standard practices.

Any tile, stone, or finish materials must be compatible with ARDEX Products, suitable for the intended application, and installed in full accordance with the manufacturer's written guidelines.

Further, to qualify for the wedi + ARDEX Integrated Limited Lifetime Warranty, all mortars and grouts used must be exclusively from the ARDEX Product list defined above

Scope

The wedi + ARDEX Integrated Limited Lifetime Warranty does not cover improper or defective installation of the tile, stone or finish material, any damage caused by repairs of the installation or replacement of tile, stone or finish material, defective installation of any substrate repair material or any accessory products such as crack and expansion joint fillers, subfloor irregularities, substrate or subfloor deterioration, bottom-up staining or discoloration due to mold, mildew or bacterial growth, soluble salts or solvents, etc., (Please note that efflorescence can commonly occur within Portland cement based products and is not considered a product defect under this warranty.) natural color variations, color fading due to sunlight or normal traffic wear, installations that experience excessive moisture and/or alkali, improper maintenance, competitive materials used as part of the installation system, material and labor costs above or in excess of the original installation cost and acts of God. The responsibility for warranties and/or performance guarantees for the actual tile, stone or finish materials rest with the manufacturer of those products and not with wedi and/or ARDEX L.P.

Should the tile, stone or any finish material used in the original installation no longer be readily available, wedi and/or ARDEX reserves the right to determine a suitable substitute at its option but will only repair or replace the affected area and not the entire installation.

Under this warranty, wedi and/or ARDEX, L.P. (and any affiliates) will not be liable for consequential or incidental damages of any kind. Consequential or incidental damages refer to any loss, expense or damage other than to the wedi and / or ARDEX products themselves, or the tile and stone finish.

The wedi + ARDEX Integrated Limited Lifetime Warranty is in lieu of all other warranties, expressed, implied or statutory and is strictly limited to its terms. wedi and/or ARDEX, L.P. (and any affiliates) make no warranty of merchantability or suitability of their products for any particular purpose. PLEASE NOTE: Some states do not allow exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, therefore, the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

WARRANTY COVERAGE

If, within the applicable warranty period, any Product does not meet wedi's and/or ARDEX'S published specifications due to a manufacturing defect, wedi and/or ARDEX will, subject to all other terms of this Warranty document and at its sole and absolute discretion, do one of the following:

- Remove, Replace or Repair the non-conforming product and attached installations which are damaged as a result of the non-conforming wedi and/or ARDEX 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
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 and ARDEX'S COMBINED MAXIMUM LIABILITY

For projects covered under the **wedi + ARDEX Integrated Limited Lifetime Warranty**, wedi's and ARDEX's combined liability for any claims following the first 10 years of the warranty period shall not exceed ten thousand dollars (\$10,000) and following the first 15 years of the warranty period shall not exceed five thousand dollars (\$5,000).

NO OTHER WARRANTIES. No representative, dealer, or other person is authorized to provide any warranty, representation, condition, or promise on behalf of wedi and/or ARDEX with respect to the defined product listed above. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, shall modify the **wedi + ARDEX Integrated Limited Lifetime Warranty**, unless made in writing and signed by an authorized representative of the ARDEX Technical Services Department.

EXCLUSIVE REMEDY

THE **wedi + ARDEX Integrated Limited Lifetime Warranty** CONTAINED HEREIN AND IN CONJUNCTION WITH THE **Warranty Program for wedi Product Systems** ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARDEX 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.

ARDEX ONLY WARRANTS THE “PRODUCTS” (AS DEFINED ABOVE). THE **wedi + ARDEX Integrated Limited Lifetime Warranty** DOES NOT APPLY TO INSTALLATION, AND ARDEX MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE WORK OF ANY INSTALLER. UNDER NO CIRCUMSTANCES SHALL ARDEX BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGES ARISING OUT OF THE PERFORMANCE OF AN INSTALLER.

DISCLAIMER FOR NON wedi AND/OR ARDEX PRODUCT USED IN THE INSTALLATION

ARDEX ONLY WARRANTS THE “DEFINED PRODUCTS” (AS LISTED ABOVE). The **wedi + ARDEX Integrated Limited Lifetime Warranty** DOES NOT APPLY TO SUBSTRATES,

SUBSTRUCTURES, SURFACE FINISH PRODUCTS, NON-wedi AND/OR NON- ARDEX 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 ARDEX PRODUCTS. UNDER NO CIRCUMSTANCES SHALL wedi AND/OR ARDEX BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGES ARISING OUT OF THE PERFORMANCE OF A NON –wedi AND / OR NON-ARDEX PRODUCT OR STRUCTURE IN THE INSTALLATION OR THEIR EFFECT ON THE ARDEX PRODUCT.

NON-TRANSFERABILITY AND CONTINUING WARRANTY COVERAGE. The **wedi + ARDEX Integrated Limited Lifetime Warranty** extend only to the owner and occupant of the residence or building into which the ARDEX Defined Products are installed at the time of installation (“Claimant”). The **wedi + ARDEX Integrated Limited Lifetime Warranty** is 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 + ARDEX Integrated Limited Lifetime Warranty**, 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 AND/OR ARDEX. wedi AND / OR ARDEX shall have no obligations under the **wedi + ARDEX Integrated Limited Lifetime Warranty** unless wedi AND/OR ARDEX is provided timely notice of the claim as described below.

Notice of all **wedi + ARDEX Integrated Limited Lifetime Warranty** claims must be provided to wedi AND/OR ARDEX 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 + ARDEX Integrated Limited Lifetime Warranty**.

All claims must be registered under this link:

<https://wedicorp.com/en/claims>

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 and/or ARDEX 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 and / or ARDEX deems necessary to adequately analyze the jobsite conditions.

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