

DAL-TILE WARRANTY FOR: NTCA FIVE-STAR/ TROWEL OF EXCELLENCE PROGRAM

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| Issue Date: June 26, 2019 | Project Name/Address: Sample Warranty | Owner: John Doe |
| Invoice No./Invoice Date: DTXXX / January 01, 2019 | Dal-Tile SSC No.: XXX | General Contractor: Jane Doe |
| Warranty No.: DTW0000000006 | Dal-Tile Order Acceptance No.: XXX | Tile Contractor: N/A |
| Installation Product Brand: January 1, 2019 | Dal-Tile Product: Sample Product | |

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

TERMS AND CONDITIONS

Subject to the conditions and limitations stated in this document, Dal-Tile Distribution, Inc.(Dal-Tile) warrants to the original owner that the Dal-Tile installation system will be free from manufacturing defects for five (5) years for Dal-Tile ceramic tile or ten (10) years for Dal-Tile porcelain tile when installed by an industry qualified contractor participating in the NTCA Five-Star or Trowel of Excellence program in accordance with Dal- Tile's most recently published instructions, specifications and industry standards and TCNA guidelines for said installation. Manufacturing defect is specifically defined as a shortfall (within industry recognized tolerances) in the product to meet the technical characteristics specified in Dal-Tile product literature when manufactured. This warranty becomes effective upon validated substantial completion of the project. Validation form must be registered with Dal-Tile within 90 days from substantial completion or the warranty shall be void. Dal-Tile shall have no obligation under this Limited Warranty unless and until it has been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to the installation. This warranty is transferable one time by original owner so long as written notice is provided to Dal-Tile within 30 days of the change in ownership.

EXCLUSIVE REMEDY

In installations correctly utilizing Dal-Tile products and Installation Materials listed on this document, Dal-Tile will repair and/or replace the defective tile, including labor for the affected area of the system. Repair costs must be agreed to in writing by Dal-Tile. Proof of product purchase is required with any claim.

LIMITATIONS AND EXCLUSIONS

This warranty does not extend to excessive wear-and-tear, visual defects or nonconformities apparent prior to installation, customer misuse including negligence, physical, or chemical abuse, impact damage, shifting foundation, failure of the product to be installed in an appropriate application or products purchased from any other supplier. Tile is subject to variation in technical specifications, including DCOF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Tile containing abrasives create a rough surface, creating cleaning challenges because dirt and other contaminants lodge in the surface. Extra attention is necessary to ensure contaminants are removed promptly. Local building codes may dictate minimum tile performance specifications. Dal-Tile does not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Product samples are representative only.

Dal-Tile shall not be responsible for structural failure or workmanship that is not in accordance with standard industry practices and TCNA procedures and Dal-Tile published instructions. Dal-Tile will not be liable for any loss or damage arising from the Dal-Tile installation system or any Dal-Tile product incorporated therein, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict product liability. **Some states do not allow the exclusion of consequential damages, so these limitations or exclusions may not apply to you.** THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST DAL-TILE.

Owner shall provide an appropriate surface upon which to install tiles, cleanliness, surface quality and floor levelness. The Owner or the Owner's agent shall be responsible for performing all moisture level testing, including any necessary remediation work. The Owner or Owner's agent shall provide all documentation to Dal-Tile that the test has been completed and that the floor is within the specifications for conventional flooring installation. Cracking due to structural movement beyond the engineered design, excessive deflection or other failure of the substrate and/or damage to structural or subfloor elements from water are also not covered. Acts of God including but not limited to flooding, hurricane, tornado, earthquake and fire shall not be covered under this warranty. Dal-Tile will not be responsible for system failure resulting from the use of non-Dal-Tile products or installation products purchased from a third party. Dal-Tile shall not be responsible for damage due to lippage between tiles, loss of bond to substrate, or resulting from a lack of improperly-placed perimeter and/or movement joints. All tile installed over post-tensioned or suspended slabs must be physically strong to accommodate movement without cracking or spalling, such as true porcelain tile. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect. **Although Dal-Tile may have suggested the material or developed the material at the request of the Owner or applicator, it is the responsibility of the Owner to test and determine the suitability of the material for the intended use and purpose, and the Owner assumes all risk and liability whatsoever regarding such suitability.** This warranty is not a maintenance contract. Any warranties implied by law shall be limited in duration to the duration of this limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any dispute, controversy or claim between the any of the parties, the Owner or Dal-Tile concerning this Limited Warranty shall be settled by arbitration.

INSTALLATION MATERIALS & METHOD

- A full system of Installation Materials from one manufacturer approved by Dal-Tile must be purchased from Dal-Tile and used on the Project to qualify for this limited warranty. **The full system purchased from one manufacturer includes, but is not limited to, all tile, thinsets, grouts, underlayment, and self-levelers if applicable to the Project.** Use of other products or products from other suppliers or more than one supplier on the Project will void the warranty.
- This warranty requires full compliance with **TCNA installation methods as listed in The Handbook for Ceramic, Glass and Stone Installations** for the period of installation.
- Dal-Tile installation requirements can be obtained by calling Technical Support at (214) 398-1411.
- All Project installations must receive pre-approval by contacting the Installation Product Director Dal-Tile at (214) 398-1411. Multi-family residence installations are considered as one installation.

CLAIMS PROCEDURES

If you wish to make a claim under this limited warranty, you must notify Dal-Tile immediately in writing at:

Dal-Tile Distribution, Inc.
Technical Services
7834 C.F. Hawn Freeway
Dallas, TX 75217
(214) 398-1411

Include any and all information related to an alleged defect of the installation. The claim must be submitted in a timely fashion, no more than 30 days after the alleged defect is discovered, or the warranty will be void. The claim must be evaluated by Dal-Tile before any repair work is done. Dal-Tile reserves the right to physically inspect any project with a claim pending prior to determining validity of the claim. Proof of purchase will be required. For any claim that is not valid, Dal-Tile will be paid reasonable charges, including travel and labor, associated with investigation of such claim.

AUTHORIZATION

This limited warranty cannot be altered or amended except in writing signed by an officer of Dal-Tile. This warranty is not valid unless signed and issued with an official warranty number.



Installation Product Director

June 26, 2019

Date