



MITEK WATERTIGHT SYSTEMS 10-YEAR LIMITED WARRANTY

WHAT PRODUCTS ARE COVERED UNDER THIS LIMITED WARRANTY? Only the following MiTek products (the “Products”) are covered by this 10-Year Limited Warranty (“**Limited Warranty**”):

Product Lines: Triton BK™ Backer Board & Tile Underlayment, Triton WPBK™ Waterproof Tile Backer Board, Triton WP™ Waterproof Membrane, Triton DCI™ Decoupling Mat, Triton PS™ Pre-Sloped Shower Pan, Triton LM Liquid Waterproof Membrane, TRITON® Backer & Underlayment, TRITON® Waterproof Backer, MiTek Waterproof Membrane, MiTek Decoupling & Crack Isolation Mat, MiTek Pre-Sloped Shower Pan, MiTek Liquid Waterproof Membrane and Accessories,

TO WHOM DOES THIS LIMITED WARRANTY APPLY? This Limited Warranty extends only to the original purchaser of the Product and the first owner of a structure in which the Product is installed (the “Covered Person”). This Limited Warranty gives the Covered Person specific legal rights, and the Covered Person may also have other rights, which vary from state to state.

COVERAGE AND CONDITIONS: Subject to the conditions and limitations as stated hereinafter, MiTek Inc. (“MiTek”), as the manufacturer of the Products, warrants that its Products, when properly installed, maintained, and used in accordance with the Product’s installation instructions, will be free of any defects in condition, material, and workmanship for a period of ten (10) years from the date the Product is first installed (the “Warranty Period”). This Warranty Period is not extended if MiTek repairs or replaces the Product subject to its obligations under this Limited Warranty. Failure to install, maintain, or use the Product per the published instructions may adversely affect the Product’s performance and will void this Limited Warranty.

WHAT DOES THIS LIMITED WARRANTY NOT COVER? This Limited Warranty does not cover any damage due to (a) transportation, (b) storage, (c) improper use, (d) failure to follow the Product installation instructions or accepted industry installation practices, e.g., TCNA (Tile Council of North America) Guidelines, or failure to perform preventative maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; (h) settlement or structural movement and/or movement of materials to which the Product is attached; (i) exceeding of the maximum design parameters for the Product, including, but not limited to, designed wind loads, if applicable; (j) use of accessories that do not properly receive and/or secure the Product; or (k) external causes such as acts of God, accidents, abuse, or other actions or events beyond MiTek’s reasonable control. Further, efflorescence is considered to be a natural occurrence with cementitious materials and is therefore not considered to be a defective condition and is not covered by this Limited Warranty. It is the responsibility of the Covered Person to consult with an experienced and professional installer to ensure the suitability of the Product, all building materials, and associated materials for the Covered Person’s intended use and that the Product installation instructions are followed properly. This Limited Warranty does not cover Products other than those indicated above; products made by others may be covered by their respective manufacturer’s warranties.

EXCLUSIVE REMEDIES: With respect to any defective Product during the Warranty Period, MiTek shall, in its sole discretion, either (a) provide a replacement Product in an amount equal to the defective portion of the Product or (b) refund an amount not to exceed the original square foot purchase price of the Product verified to be defective. This is the Covered Person’s exclusive remedy and MiTek’s sole liability under this Limited Warranty. Under no circumstances and in no event shall MiTek be liable for any labor charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement Product.

LIMITATION OF LIABILITY: THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY. ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS



EXPRESSED ARE DISCLAIMED AND EXCLUDED. THE REMEDIES ABOVE ARE THE COVERED PERSON'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY. TO THE EXTENT NOT LEGALLY WAIVABLE, THE DURATION OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY PERIOD. MITEK SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR OTHERWISE CONNECTED TO FAILURE OF THE PRODUCT OR THE ASSEMBLY OF WHICH THE PRODUCT IS A PART. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE COVERED PERSON.

TRANSFERABILITY: This Limited Warranty is not transferable or assignable unless approved in writing by an officer of MiTek or required by specific state law.

MODIFICATIONS TO LIMITED WARRANTY: No charges or modification of any terms or conditions of this Limited Warranty are allowed unless authorized by written agreement and signed by an officer of MiTek.

CLAIMS UNDER THIS LIMITED WARRANTY: To make a claim under this Limited Warranty, the Covered Person must provide MiTek with a written warranty claim sent to Attn: MiTek Triton Warranty Claims, 560 East Richey Road, Houston, Texas 77073 within thirty (30) days of the discovery of any alleged defect in the Product covered by this Limited Warranty and before beginning any permanent repairs or removal of Product. Such written warranty claim must be accompanied by the date and proof of purchase of the Product, the name and address of all installers, and proof of the Covered Person's ownership of the structure in which the Product is installed, as applicable. If the Covered Person fails to provide such written notice in accordance with the foregoing terms, the claim for breach of warranty is waived, and this Limited Warranty shall be null and void as to such defects. MiTek reserves the right at its election and as a condition of this Limited Warranty to inspect and test the alleged failed and defective condition.

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