



Date: 04 – May - 2018

## LIMITED WARRANTY FOR GROUT PROOF

Under the terms and conditions set forth in this warranty, Fila Chemicals USA, Corp. (the "**Warrantor**"), whose address is 10800 NW 21st Street, #170 Miami, FL 33172 USA, warrants that GROUT PROOF (the "**Product**") is free from defects in workmanship and materials, in accordance with UNI EN ISO 9001:2015 and ISO 14001:2015, and that the Product will protect stains water and oil origin the concrete grout joints (the "**Surface**") under normal conditions and if used following the Instructions (as hereinafter defined). Grout proof does not protect the concrete grout joints from acid.

This warranty extends solely to the original purchaser of the Product (the "**Consumer**") and cannot be transferred to any other party.

The Warrantor warrants that the Surface treated with the Product is protective under normal conditions, provided that: i) the Surface (cement joints) is treated with the Product by diligently following the instructions provided in the Product technical data sheet, as well as in the Warrantor's catalogue, both available on Warrantor's website ([www.filasolutions.com](http://www.filasolutions.com)) (the "**Instructions**"); and ii) the Surface (concrete grout joints) is maintained and annually with Grout Net; iii) when the Product is used under normal and proper circumstances, following correct maintenance instructions with FILA cleaners and repeating the product application every one to three years, depending on the use of the surface, the Product will not deteriorate nor degrade within **10 (ten) years**.

The term of this warranty begins on the date of purchase of the product and continues for a period of 8 (eight) years.

In the event of a defect, malfunction, or other failure of the Product not caused by any misuse or damage to the Product while in the Consumer's possession, the Warrantor will remedy the failure or defect, without charge to the Consumer, within a reasonable time from Notice (as defined below). The Warrantor can choose either to:

- i) replace the Product; or
- ii) refund the purchase price of the Product to the Consumer.



## **EXCLUSIONS AND LIMITATIONS**

This warranty does not cover damage to the Surface caused by misuse of the Product, abuse of the Product, or accident connected to the usage of the Product, such as:

1. Improper installation of the Product on the Surface;
2. Improper maintenance of the Surface due to the usage of strong acidic cleaners and strong alkaline cleaners;
3. Improper maintenance of the Surface due to the usage of abrasive grinding method to clean;
4. Ordinary wear and tear of the Surface;
5. Damage caused by grout related issues, including but not limited to staining, color variation, discoloration, cracking, chalking, mildew or mold;
6. Usage of any item which might be expected to damage the Surface;
7. Failure to follow the Instructions in the application of the Product to the Surface;
8. Damage caused by Acts of God, including but not limited to fire, flood, earthquake, hurricane, tornado or other types of natural disasters, or caused by unforeseeable circumstances;
9. Damage caused by acts of negligence or failure to comply with applicable codes and regulations, as well as with standard industry practices;
10. Any variation of color or shade of the Surface, different markings, holes, pits, inclusions, veining, density and any other element inherent to the natural stone surfaces.

This warranty does not cover: i) labor costs connected to the replacement of the Surface; ii) costs of the materials necessary to replace the Surface; and iii) any other expenses borne in connection to such replacement.

THIS CONSTITUTES THE ENTIRE EXPRESS WARRANTY FOR THE PRODUCTS PURCHASED. TO THE EXTENT PERMITTED BY LAW, ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERMS OF THIS WARRANTY. WARRANTOR WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NO IMPLIED WARRANTY CAN BE MODIFIED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

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To obtain performance of any obligation under this warranty, the Consumer must take the following steps: i) give written notice of the defect, malfunction, or other failure to Warrantor within 30 (thirty) days of its discovery ("**Notice**"); ii) provide Warrantor with the purchased left over, unused, Product as well as with the purchase invoice; and iii) give Warrantor the opportunity to inspect the alleged defective Product and Surface.

Failure to take any of the above three steps will cause the claim to be automatically rejected.

This warranty gives specific legal rights to the Consumer, who may also have other rights which vary from State to State.

Francesco Pettenon

CEO

Maria Soranzo

R&D Manager – Technical Department