



# 10 Year Commercial Kitchen/Industrial Application System Warranty for New Construction (Canada)

**Globally Proven Construction Solutions**

**DS 1002CN**

APPLICATION	PRODUCTS
Underlayment	NXT™ Primer NXT Level Plus
Vapor Reduction	VAPOR BAN™ Primer ER NXT Vapor Reduction Coating
Waterproofing/ Anti-Fracture	HYDRO BAN® 9235 Waterproofing Membrane
Waterproofing	HYDRO BAN Sheet Membrane LATAPOXY® Waterproof Flashing Mortar
Thick Bed Method	3701 Fortified Mortar Bed
Slurry Bond Coat	257 TITANIUM™ 254 Platinum
Thin Bed / Large & Heavy Tile Method	257 TITANIUM 254 Platinum MULTIMAX™ LITE LATAPOXY® 300 Adhesive or BIOGREEN™ 300
Grouting	SPECTRALOCK® 2000 IG*
Sealant†	LATASIL™ LATASIL 9118 Primer

† Use of suitable flexible sealant is required per Tile Council of North America Detail EJ171 for use in expansion joints, coves, corners, changes in plane and other joints or wherever tile or stone abuts dissimilar materials or restraining surfaces.

\* See Maintenance Section (Section 8) on product data sheet for cleaning and maintenance requirements.

## LIMITED WARRANTY

Subject to the conditions and limitations stated in this limited warranty statement (this "Limited Warranty"), LATICRETE INTERNATIONAL, INC. ("LATICRETE") warrants that the LATICRETE products listed on this document ("Products") will be free from manufacturing defects and will not break down or deteriorate under normal usage when installed in accordance with the written specifications of LATICRETE and industry standard guidelines. For this Limited Warranty to apply, all of the applications that comprise the installation must be performed exclusively with one or more of the Products listed in this document for each application (refer to chart above). This Limited Warranty can also be found online at <https://laticrete.com/en/support-and-downloads/product-support/warranties>. LATICRETE'S responsibility for defective Products is limited to repair or replacement as described below in this Limited Warranty. This warranty is applicable to interior commercial kitchen and industrial installations only in Canada.

## NO ASSIGNMENT; SCOPE OF COVERAGE

LATICRETE extends this Limited Warranty only to the original purchaser of the Product ("you") and only for the duration of the Warranty Period. This Limited Warranty is not transferable or assignable. It does not extend to any subsequent owner or other transferee of the Product, and therefore there shall be no third party beneficiary to this Limited Warranty. If you purchased your Product from LATICRETE, you may obtain coverage under this Limited Warranty. AS TO ALL OTHERS, LATICRETE MAKES NO AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE.

## WARRANTY PERIOD

This Limited Warranty starts on the date of your purchase of the Product and lasts for ten (10) years (the "Warranty Period"). The Warranty Period is not extended if

LATICRETE repairs or replaces your Product. LATICRETE may change the availability of this Limited Warranty at its discretion, but any changes will not be retroactive.

## DISCLAIMER

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES BASED ON SAMPLES OR ORAL STATEMENTS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

**FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM, AND LARGE BUSINESSES, PROFESSIONAL INSTALLERS, AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS:** This paragraph applies to you only if you purchase Products from LATICRETE for resale or for commercial or professional purposes. LATICRETE'S RESPONSIBILITY FOR DEFECTS IN MANUFACTURING OR FOR A PRODUCT'S BREAK DOWN OR DETERIORATION UNDER NORMAL USE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR LATICRETE PRODUCTS, LATICRETE PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT. LATICRETE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

**FOR CONSUMERS:** This section applies to you only if you purchase Products from LATICRETE that are normally used for personal, family or household purposes other than for resale, or for commercial or professional use.

IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE EXCLUSION CONTAINED IN THIS SECTION DOES NOT LIMIT YOUR RIGHTS AND REMEDIES UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED UNDER SECTIONS 34 TO 54 OF SUCH ACT.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM PROVINCE TO PROVINCE. LATICRETE'S RESPONSIBILITY FOR DEFECTS IN MANUFACTURING OR FOR A PRODUCT'S BREAK DOWN OR DETERIORATION UNDER NORMAL USE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY. LATICRETE LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE WARRANTY PERIOD. NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE WARRANTY PERIOD HAS EXPIRED. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## LIMITATION OF LIABILITY

IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE LATICRETE FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.

THE REMEDIES DESCRIBED IN THE "EXCLUSIVE REMEDY" SECTION BELOW ARE YOUR SOLE AND EXCLUSIVE REMEDIES, AND LATICRETE'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS LIMITED WARRANTY. LATICRETE'S



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LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL LATICRETE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## EXCLUSIVE REMEDY

The sole and exclusive remedy for a breach of this Limited Warranty is replacement of only the specific portion of the installation that is proven to be defective. LATICRETE will pay for replacement of its own products and replacement of finishing materials, as well as for labor for the replacement installation, provided that LATICRETE will not pay more for the replacement than the original purchase price of the portion being replaced as calculated on a square-foot (or, if applicable, square-meter) basis. LATICRETE will not pay for replacement of any portion of the installation that is not proven to be defective.

In the event that the sole and exclusive remedy described above fails of its essential purpose, the liability of LATICRETE is limited to the monetary value, on a square-foot (or, if applicable, square-meter) basis, of the original purchase price of the portion being replaced.

**Note:** Efflorescence is a normal condition of portland cement mortars and is not a defective condition.

## EXCLUSIONS

This Limited Warranty does not cover any damage due to (a) transportation; (b) storage; (c) improper use; (d) failure to follow LATICRETE's Product instructions and industry standard guidelines; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions beyond LATICRETE's reasonable control, including cracking due to structural movement, excessive deflection or other failure in the substrate.

This Limited Warranty excludes any Products used in any submerged, industrial and exterior applications. Please refer to individual product data sheets available at <https://laticrete.com/en/support-and-downloads/product-support/data-sheets> for specific guidelines.

This Limited Warranty also excludes any Products used in any exterior facades with ceramic tile, stone, adhered masonry veneer, or thin brick installed over substrates with steel or wood framing - see Data Sheet 230.15 for such applications.

This Limited Warranty does not apply to the Floor Warming Thermostat and STRATA\_HEAT™ Thermostat sold by LATICRETE – please see Data Sheet 230.13 for full details on the LATICRETE warranty terms that apply to these products.

## HOW TO MAKE A CLAIM

To make a claim under this limited warranty, you must notify LATICRETE in writing within thirty (30) days of the discovery of the alleged manufacturing defect. At the option of LATICRETE, you may be required, as a condition of this limited warranty, to provide proof of product purchase and use.

### Address your claim to:

LATICRETE International, Inc.  
1 LATICRETE Park North  
Bethany, CT 06524-3423 USA  
Attn.: Technical Services Department

## SEVERABILITY

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

## TECHNICAL INFORMATION

Technical assistance and information are available by calling the LATICRETE

### Technical Services Line:

Toll Free: 1.800.243.4788, ext. 1235  
Telephone: +1.203.393.0010, ext. 1235  
Fax: +1.203.393.1948  
E-mail: [technicalservices@laticrete.com](mailto:technicalservices@laticrete.com)  
Web and Chat: [www.laticrete.com](http://www.laticrete.com)

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### LATICRETE International, Inc.

One LATICRETE Park North, Bethany, CT 06524-3423 USA ■ 1.800.243.4788 ■ +1.203.393.0010 ■ [www.laticrete.com](http://www.laticrete.com)  
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