

Wausau Tile's Limited Product Warranty

The offer to sell Wausau Tile products is expressly limited to acceptance of the warranty terms set forth in this LIMITED WARRANTY. By purchasing a Wausau Tile product, you accept the LIMITED WARRANTY terms herein.

THIS LIMITED WARRANTY AND REMEDIES HEREIN ARE EXCLUSIVE AND INSTEAD OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, WRITTEN, STATUTORY, LEGAL OR EQUITABLE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. ALL WARRANTIES ARE EXCLUDED EXCEPT THOSE EXPRESS WARRANTIES STATED ON THE FACE OF THIS LIMITED WARRANTY. REMEDIES FOR ANY BREACH OF THIS LIMITED WARRANTY ARE LIMITED TO WAUSAU TILE'S ABSOLUTE OPTION TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT AND THERE IS NO OTHER REMEDY AVAILABLE. WAUSAU TILE SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY BEYOND WAUSAU TILE'S PRODUCT; AND, WAUSAU TILE IS NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FOR ANY CLAIMS, INCLUDING BUT NOT LIMITED TO TORT, STRICT LIABILITY, STATUTORY, BREACH OF EXPRESS WARRANTY, BREACH OF IMPLIED WARRANTY, AND BREACH OF CONTRACT. NO PERSON IS AUTHORIZED TO MAKE ADDITIONAL STATEMENTS, PROMISES, GUARANTIES, WARRANTIES OR REPRESENTATIONS REGARDING PERFORMANCE OF WAUSAU TILE PRODUCTS.

Terms that are either additional to, conflicting with or different from those herein are excluded unless specifically agreed to in a separate writing and signed by a corporate officer or division manager of Wausau Tile. This LIMITED WARRANTY is for the benefit of the original purchaser of the Wausau Tile product who may transfer this LIMITED WARRANTY to the owner of the real estate where the warranted product is originally installed.

Concrete products may exhibit efflorescence which appears as a white stain on some colored concrete products as the result of moisture evaporation. Efflorescence is a common condition to which concrete products are susceptible. It generally clears up and eventually dissipates as concrete products age. Efflorescence is a condition that does not affect the structural integrity or the longevity of the product and is not covered under this warranty. Tile not installed immediately after delivery should be stored in a climate controlled environment.

Wausau Tile products are warranted to be free from defect in material and workmanship during manufacturing based on applicable industry standards. Warranty periods begin on delivery date of the warranted product and extend for the period listed below:

- Precast terrazzo and terrazzo tile products are warranted for one year.
- Metal is warranted for five years.
- Plastic is warranted for one year.
- Concrete site furnishings are warranted for two years.
- Pavers are warranted for three years if properly installed according to both project specifications and Wausau Tile installation recommendations. Placing pavers on non-Wausau Tile pedestals voids this LIMITED WARRANTY.

If any Wausau Tile product fails to perform due to a defect in workmanship or materials within the applicable warranty period, then Wausau Tile, at its sole option, will either repair or replace the defective product. The dollar amount of warranty coverage under this LIMITED WARRANTY shall not exceed the invoiced price for the defective product itself, excluding sales tax and freight. This LIMITED WARRANTY is void if the product is not maintained as recommended by Wausau Tile. Wausau Tile's warranty does not cover cosmetic scratches, dents, normal discoloration or fading. Due to inherent properties of concrete and cement products, it is normal for variations in shading or color to be present in a finished product or occur over time due to sunlight exposure or other environmental factors and such variations in shading or color are not covered by this LIMITED WARRANTY. Wausau Tile's LIMITED WARRANTY does not cover cracking, chipping or other damage caused by: (a) settling or other foundation movement regardless whether caused by man-made or natural environmental causes, (b) failure of the structure or its foundation, (c) failure of non-Wausau Tile products or (d) improper storage or handling after delivery. There is no warranty for damage caused by impact, vandalism, acts of third parties or natural disaster. Alteration of product, floor or tiles voids this LIMITED WARRANTY. Installation of structures, fixtures or utilities on or through the product without prior written approval from Wausau Tile voids this LIMITED WARRANTY.

As a precondition to validate any warranty claim, purchaser must present written notice of a warranty claim to Wausau Tile within 30 days after a warranty claim accrues or within 30 days after purchaser first notices an alleged defect, whichever is earlier. If purchaser or its installer believes a defect exists, do not install the product; instead, contact Wausau Tile within 24 hours after notice of alleged defect and make a warranty claim to Wausau Tile. While this LIMITED WARRANTY is in effect, Wausau Tile and its agents shall have free access to inspect, test, repair or remedy the warranted product and Wausau Tile shall have the first opportunity to remedy any alleged defect.

In any dispute as to the LIMITED WARRANTY or defective product, the purchaser or Owner making a claim (Claimant) has the burden of proving all elements under applicable law plus: (1) the product was installed according to applicable industry and project specifications, (2) the product was maintained according to applicable maintenance recommendations, and (3) the product was defective within the meaning of this LIMITED WARRANTY. In the event a civil action is filed, Wausau Tile and Claimant shall attempt mediation facilitated by a mutually agreed upon neutral mediator before conducting formal discovery. At mediation, both Wausau Tile and Claimant shall each have a designated representative attend who has full authority to settle the civil action. Wausau Tile and Claimant shall be responsible for their own attorney fees and any other expense associated with mediation as well as paying for an equal share of the mediator's fee. To obtain installation or maintenance recommendations, request information on extended warranties or make a warranty claim contact: Wausau Tile, Inc., c/o Vice President of Operations by mail at PO Box 1520, Wausau, WI 54402 or by fax at 715-355-4627 or by email at wtile@wausautile.com