



# Mbrico® Tile Decks LLC (“Mbrico”) Limited Residential and Commercial Product Lifetime Warranty

## LIFETIME RESIDENTIAL AND COMMERCIAL LIMITED WARRANTY:

Manufacturer Mbrico LLC (hereinafter referred to as “Mbrico”) warrants to the original or transferee Mbrico product package purchaser(s) (hereinafter referred to as “purchaser”) that its products, packages and materials meet or exceed the performance specifications outlined at the time of production (lifetime for residential product application as well lifetime for commercial product application) from the date of shipment from our Mbrico manufacturing facility.

For purposes of this warranty “residential” application shall refer to materials provided for installation of the Mbrico surface product or any of its components on a single family dwelling, and a “commercial” application shall refer to materials provided for any installation of the Mbrico product anywhere other than on a single family dwelling. Residential and Commercial product applications are covered for a lifetime warranty under this detailed limited product warranty.

Certain factors are beyond Mbrico’s control, including: installation of our materials or products by a third party installer of the purchaser’s choice; deck framing (labor and materials)/structure/architectural design; damage or shifting in patio sub layers be it concrete, earth, sand, gravel, or grass; not following installation guidelines; certain environmental conditions; acts of God; or other factors not specified in published Mbrico testing guidelines. Accordingly, Mbrico warrants its products only to issues arising out of:

1. improper manufacture of the Mbrico tile deck or patio surface directly on behalf of Mbrico; or
2. tiles not conforming to Mbrico advertised specifications, dimensions, or ratings.
3. In the event an issue should arise due to one of these two factors above, Mbrico will, at its option, either refund the original purchase price of the specifically damaged surface components (not including cost of installation, deconstruction, or shipment) or provide replacement materials of the same kind following a written notification from purchaser and confirmation of warranty claim by an approved Mbrico representative. Mbrico will not be responsible for any costs of labor, installation, removal, third party service or profits, expertise, return, or

freight of replacement products or funds. Mbrico warrants only components altered or manufactured by Mbrico. Mbrico does not warrant products beyond what is expressly stated above and below within the limited Mbrico product warranty.

Except as expressly stated within this limited warranty document, this limited warranty states the sole and exclusive remedy of buyer, the sole and exclusive warranty of Mbrico, and is in lieu of and has precedence over all other warranties, whether expressed, assumed, explained or implied by representative, purchaser statute, or otherwise, whether of merchantability, resale for any particular purpose or use, or otherwise, and whether on the products, components, or any parts of labor furnished during discussion, advertising, sale, delivery, installation, freight, loading, unloading, removal, replacement, or servicing of the Mbrico deck surface products. This warranty is only valid for current Mbrico material cost at time of warranty claim and is offered to original Mbrico purchaser or new Mbrico deck owner only.

If a Residential Purchaser makes a valid warranty claim during years nine (9) or beyond after the original purchase date, the recovery will not be in-full, but will be prorated as indicated below. A Commercial Purchaser's percent replacement will follow this pro-rata guide as well. This pro-rata guide and Limited Lifetime Warranty is valid for discount on replacement product only, no cash value.

<b>Year</b>	<b>Percent Towards Replacement Product</b>
9-13	50%
14-16	40%
17-20	25%
21-24	15%
25-30	10%
> 30	5%

**DISCLAIMER:**

Merchandising, color, texture, component, and sample materials of the Mbrico product or product components are solely for general advertising reference. Our products should be examined prior to commercial or residential installation. The Mbrico surface product is partially or wholly composed of tile which by nature is a product that is subject to change in texture, color and/or veining, as well as technical specifications due to the inherent variability of Mbrico product components in the raw materials, manufacturing and production process. Technical data sheets, published testing information, claims, and specifications are not guarantees of maximum or minimum thresholds of performance. Misuse of the product by the purchaser or incorrect installation of the product by third party installer of the purchaser's choice, including negligence, physical and/or chemical abuse, not following the provided Mbrico installation guidelines, or improper structural design are in no way covered by this warranty.

#### **LIMITATION OF LIABILITY:**

This warranty may not be altered, amended, copied, deleted, or transferred to new owners in any way without prior written consent from Mbrico.

In no event shall Mbrico be liable to product purchaser for any special, indirect, incidental, or consequential damages arising out of, or as a result of, the third-party sale, delivery, non-delivery, servicing, assembly, installation, cleaning, use, loss of use or failure of the products or any part thereof, or for any changes or expenses of any nature incurred without Mbrico's prior written consent, even if Mbrico may have been negligent. In no event shall Mbrico's liability or warranty under any claim made by purchaser exceed the purchase price of the Mbrico products in respect of which damages are claimed. Mbrico does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

1. improper installation, removal, or handling of Mbrico products and/or failure to abide by the provided Mbrico installation instructions and guidelines, including but not limited to improper gapping, improper installation of flashing tapes, improper railing/light installation, misuse of treated lumber, or improper use of deck screws, replacement or absence of any Mbrico product provided as a component of the Mbrico deck surface, or shifting or movement of any sub layers;
2. use of Mbrico products beyond normal use, conditions, or in any application not recommended by Mbrico's advertising or guidelines, or local, state, or federal building codes and regulations;
3. movement, distortion, twist, corrosion, chemical reaction, collapse, warping, or settling of the deck frame, foundation, supporting structure, concrete or natural material sub layer, attached structure, home, or ground on which Mbrico products are subsequently installed;
4. any act of God/nature (such as flooding, hurricane, earthquake, tornado, lightening, fire, pollution etc.), or abnormal weathering such as extreme exposure to sunlight, temperature, living organisms, weather, or atmosphere; or
5. improper handling, neglect, abuse, covering, or treatment of Mbrico products. It is the sole responsibility of the purchaser to confirm all applicable building codes as well as any substructure Mbrico is to be applied upon.

Obtaining Warranty Performance: To make a claim under this limited product warranty, original Mbrico purchaser or new owner shall send to Mbrico, within the aforementioned lifetime warranty for residential product installation or lifetime warranty for commercial product installation and within thirty (30) days from the discovery of the alleged defect, submit a detailed description and images of the claimed materials or product defect and proof of Mbrico product purchase within the subject warranty period, to the following address:

Mbrico Tile Decks  
Customer Service  
PO Box 1108  
Bettendorf, IA 52722