



## GURU USA LLC LIMITED WARRANTY

**TERMS AND CONDITIONS:** GURU USA LLC (“GURU”), subject to the terms and conditions stated in this limited warranty statement (“**Warranty**”), warrants that the GURU products (“**Products**”) will be free from manufacturing defects and will not fail under normal usage for the applicable warranty period stated in this document, when the Products are installed in accordance with (a) the technical data sheets and other written materials issued by GURU for the Products (collectively, the “**Written Specifications**”) which are in effect at the time of installation and (b) governmental regulations and codes, and standard industry practices and using the materials listed in the Approved Materials List (“**Approved materials**”) and prepared according to its Technical Data Sheet.

For purposes of this Warranty, “**Owner**” is defined as the first original end user of the property in which the Products are installed; “**The Installation**” is defined and limited to include installed Products and appropriate tile surfaces, setting and grouting materials. GURU extends this Warranty only to the original Owner and only for the duration of the Warranty Period. “**Lifetime**” means for so long as The Installation remains unchanged and/or under the same first end user ownership. This Warranty is not transferable. It does not extend to any subsequent owner or other transferee, and therefore there shall be no third-party beneficiary to this Warranty. It is expressly understood that the purchase of the Products acknowledges that GURU is not responsible or liable under any circumstances for determining the suitability of the Products for the user's intended purpose. It is the responsibility of the user to test and determine the suitability of the material for the intended use and purpose, and the Owner assumes all risk and liability whatsoever regarding such suitability. “**Residential**” applications are defined as installations in single family detached residential dwellings for private use. “**Commercial**” applications are defined to include multi-family residential dwellings (e.g., apartments, condominiums, cooperatives and timeshares), commercial establishments, public spaces and other high-traffic applications. This Commercial installations in public spaces, commercial establishments and other applications may be afforded lifetime coverage under this Limited Warranty on a case-by-case basis as determined by GURU Technical Department.

This Limited Warranty is only applicable to installations in the United States of America and Canada. For an installation to be duly registered, the Client must submit the required documentation within fifteen (15) days of work completion for inclusion in the certified installations registry.

**WARRANTY PERIOD - ELIGIBILITY:** This GURU Warranty is a two-tiered program consisting of 10-Year, and Extended lifetime warranty tiers. The length of the applicable warranty will be based on the setting material selection and construction type:

1. **10-Years Limited Warranty.** Eligible applications: Commercial and Residential. Eligible setting materials:
  - » GURU Branded setting materials, adhesives and sealants.
  - » Thin-set mortars listed in the Approved Materials List available on GURU website or Written Specifications
  - » Thin-set Mortars that meet ANSI A118.11 or ANSI A118.15 standards and are suitable for the substrate and prepared according to their Technical Data Sheets.
2. **Lifetime Extended Limited Warranty.** Eligible applications: Residential and case-by-case basis for Commercial. Eligible setting materials:
  - » GURU Branded setting materials, adhesives and sealants.
  - » Thin-set mortars listed in the Approved Materials List available on GURU website or Written Specifications

*GURU may change the availability of this Limited Warranty at its discretion, but any changes will not be retroactive.*

*The Warranty Period is not extended if GURU repairs or replaces the Products*

**EXCLUSIVE REMEDY:** If a Product is proven defective within the applicable warranty term, the Owner's exclusive remedy and the sole obligation of GURU at its own election shall be to, (a) replace the failed portion of the Installation or (b) pay an amount not to exceed the original square foot or square-meter cost of the Installation verified to be defective. Due to conditions beyond the control of GURU (e.g., colour and shade availability, discontinuation, normal wear and tear), GURU cannot guarantee or warrant an exact match to the specific flooring materials used in the original Installation. In such event, substantially similar materials may be substituted. GURU will not pay for replacement of any portion of the Installation that is not proven to be defective. If the sole and exclusive remedy described above fails of its essential purpose, the liability of GURU is limited to the monetary value, on a square-foot basis, of the original purchase price of the portion being replaced.

**EXCLUSIONS FROM WARRANTY COVERAGE:** This Limited Warranty is conditioned and will be considered null and void and GURU will have the right to refuse any claims if (a) the Products have been improperly stored or installed, or (b) the Products are subject to abusive or abnormal use, lack of maintenance, or used in a manner other than that for which the Products were designed or in any way contrary to the Written Specifications. No additional costs will be covered, including but not limited to the replacement of floors, tiles, or materials not supplied by the original installer.

The following are specifically excluded from coverage under this warranty: any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits or business interruption loss, arising out of or otherwise connected to inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, structural failure, misuse of or failure to maintain the Products, intentional acts of destruction, normal wear and tear. This Limited Warranty further excludes any loss or damage caused by Force Majeure Events: acts of war, terrorism, fire, explosion, Acts of God, other types of natural disasters or because of unforeseen circumstances; acts of negligence, or product misuse or abuse, failure resulting in the mix of products from other companies, failure to comply applicable building codes and regulations, and standard industry practices.

**DISCLAIMER:** There are no warranties beyond this expressed warranty as stated herein. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose are excluded. Any implied warranties arising by operation of law are limited in duration to the term of this limited warranty. GURU will not pay or be liable under any circumstances for incidental, consequential, special or exemplary damages, or for lost profits or business interruption loss. Yet, some states do not allow limitations on how long an implied warranty lasts, or 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 any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

No representation, promise, affirmation or statement by any employee or agent of GURU will be enforceable against GURU unless IT IS SPECIFICALLY INCLUDED in this warranty. This warranty: (a) shall commence on the date of dully registration of the installation and shall end as specified in this warranty; (b) is limited to the original Owner and is nontransferable; and (c) applies only to purchases and installations of the products within the United States on or after January 10, 2022.

**CLAIMS PROCEDURES:** To file a claim under this warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of the alleged manufacturing defect in the Products, at GURU USA LLC, Attn: Technical Services Department, 3409 NW 72 Ave, Unit C, Miami, FL 33122. Proof of purchase and registration number of the installation's warranty, and all invoices related to the original installation, failing which this the Warranty shall have no legal effect. The claim must be submitted and evaluated by GURU before any repair work is done. GURU reserves the right, without any obligation, to physically inspect any project with a claim pending, or to engage an independent third party for those services, prior to determining validity of the claim. For any claim that is not valid, GURU will be paid reasonable charges, including travel and labour, associated with investigation of such claim.

**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.

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