



CP CERTIFIEDSM WARRANTY PROGRAM

**Residential & Commercial
5-Year System Limited Lifetime Warranty**



CP CERTIFIEDSM WARRANTY PROGRAM

Residential & Commercial

5-Year System Limited Lifetime Warranty

A system warranty for the following named products applies only if a product from EACH category listed below has been used in the installation process. If you purchased a single product, please refer to the applicable 1-year product warranty.

Print this warranty, check the box of each product purchased, attach a proof of purchase and keep them with the project documents.

SURFACE PREPARATION:	
<input type="checkbox"/> Deck Mud Pro	<input type="checkbox"/> Level Pro
<input type="checkbox"/> Wall Float Pro	<input type="checkbox"/> Patch Pro
MEMBRANES:	
<input type="checkbox"/> Elastic Pro (1 Gallon)	<input type="checkbox"/> Elastic Pro (3.5 Gallon)
MORTARS/ADHESIVES:	
<input type="checkbox"/> Multi Pro (White)	<input type="checkbox"/> Multi Pro (Gray)
<input type="checkbox"/> Pro Mastix (1 Gallon)	<input type="checkbox"/> Pro Mastix (3.5 Gallon)
<input type="checkbox"/> Vinyl Pro (1 Gallon)	<input type="checkbox"/> Vinyl Pro (3.5 Gallon)
GROUTS:	
<input type="checkbox"/> Poly-Pro Sanded (Specify Color:_____)	
<input type="checkbox"/> Poly-Pro Non-Sanded (Specify Color:_____)	

WARRANTY COVERAGE:

CementPro LLC. ("CementPro"), subject to the terms and conditions set forth below, warrants that our products will be free from manufacturing defects and will not fail under normal usage for the applicable warranty period stated in this limited warranty ("warranty"), when the products purchased are used within their shelf life and according to (a) The technical data sheets and other written manuals issued by CementPro for the products (collectively, the "Product Literature"), which are in effect at the time of the installation; and (b) Governmental regulations and codes, and standard industry practices.

For purposes of this warranty, "Commercial" means a job installation utilizing one or more CementPro products at multi-family residential projects (such as condominiums, cooperatives, apartments, timeshares and mandatory homeowner associates), public places and other commercial establishments. THE TERM "LIFETIME" MEANS FOR SO LONG AS THE JOB INSTALLATION REMAINS UNCHANGED BY THE ORIGINAL OWNER.

EXCLUSIONS FROM WARRANTY COVERAGE:

The following are expressly excluded from coverage under this warranty: structural failure, inadequate subflooring, or improper subfloor preparation; damages caused by natural disasters, including, but not limited to, hurricane, flooding, earthquakes or as a result of unforeseen circumstances; acts of negligence, or product misuse or abuse; failure to comply with CementPro product literature, applicable building codes and regulations and standard industry practices; variations of color shade or texture from those shown on samples, product packaging or any other marketing material; changes in color due to exposure to sunlight and age; subfloor moisture (except in the case of moisture control adhesives and moisture barrier membrane) or water damage; normal wear and tear resulting from usage; efflorescence and shading inherent in all cementitious products; cracking due to structural movement, excessive deflection or other failures of the substrate, including, but not limited to, substrate failures caused by Alkali Silica Reaction (ASR) or Near Surface Alkali Reaction (NSAR). It is expressly understood that your purchase of our products acknowledges that CementPro is not responsible or liable under any circumstances for determining the suitability or compatibility of our products for the user's intended purpose.

YOUR LEGAL RIGHTS:

This constitutes your entire express warranty for the products purchased. To the extent permitted by law, all other warranties, whether expressed 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 WARRANTY. CEMENTPRO WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES 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 CEMENTPRO WILL BE ENFORCEABLE AGAINST CEMENTPRO UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY.

This warranty (a) Shall commence on the date of purchase of our products and shall end as specified in this warranty; (b) Is limited to the original purchaser and is nontransferable; and (c) Applies only to purchases and installations of the products within the United States on or after **MAY 1, 2020**.

FILING A CLAIM:

To file a claim under this warranty, you must contact us in writing within fifteen (15) calendar days of discovering the alleged manufacturing defect in our products at CementPro, ATTN: Claims Department, 3929 East Guasti Road Unit C, Ontario, California 91761. Proof of purchase must be submitted with any notice of claim. We have the right without any obligation to physically inspect, perform testing and obtain samples at the site where the warranty claim occurred or to engage an independent third party for those services before we determine the validity of your claim. To perform (or have performed) the services described in the prior sentence, the site's owner consents to total access to such services and agrees to pay for those services and all related costs of CementPro if the claim is invalid under this warranty. Your claim must be received and evaluated by us before any repair work is performed; otherwise, the warranty will be null and void. For the most up-to-date information regarding our warranty program and policy, please refer to our website at **www.CementPro.com**.

YOUR EXCLUSIVE REMEDY:

If a CementPro product is proven defective, you will receive, as your sole remedy, CementPro replacement product for only that portion of the original installation requiring replacement. If a CementPro approved "system" of products is actually used in your project and any of those products are proven defective, you will receive, as your exclusive remedy, and at CementPro's own option: (a) Replacement products and the reimbursement of your reasonable and substantiated material and labor costs for only that specific portion of the original installation requiring replacement, including flooring, not to exceed the per square foot or square meter cost of the original installation, or (b) Payment of an amount not to exceed the square foot or square meter cost of the original installation for the portion of the system of products proven to be defective.

Due to conditions beyond the control of CementPro (i.e. color availability or discontinuation), CementPro cannot guarantee or warrant an exact match to the specific product used in the original installation.

ALL PRODUCTS MUST BE INSTALLED ACCORDING TO THEIR TECHNICAL DATA SHEETS.

[HTTP://WWW.CEMENTPRO.COM](http://www.cementpro.com)

CLAIMS SERVICES SUPPORT CENTER

1-951-300-0300