



TRU-GARD® DRAIN SHOWER SYSTEM LIMITED LIFETIME WARRANTY

COVERAGE:

Subject to the conditions and limitations, declarations, and conditions stated hereafter, TRUGARD SYSTEMS, LLC. ("TRUGARD SYSTEMS") warrants that the Trugard® Drain and Truline® Linear Drain (the "Trugard Drain") will be free from manufacturing defects, rotting and microorganism deterioration under normal usage for the life of the original installation when installed in accordance with the written specifications of TRUGARD SYSTEMS and industry standard guidelines. Cosmetic finishes of colors, textures and treatments are limited to one (1) year. This lifetime warranty is applicable to installations only in the United States of America and Canada, and excludes exterior and submerged applications.

NOT COVERED:

1. Installation practices not in accordance with Trugard/Truline Drain current published installation and instruction handbook.
2. Faulty cementitious materials, workmanship or installation not in accordance with National and Local Code requirements.
3. Damage or cracking due to structural movement of the building or failure of the structural material to which the Trugard Drain is attached.
4. Damage arising from acts of God, such as earthquakes, storms, floods, etc. and damage during the construction process.
5. Mishandling, misuse, overuse, abuse, improper maintenance, improper storage or improper application.
6. Failure of the owner to maintain the building or drain with reasonable care.
7. Efflorescence is considered to be a natural occurrence with cementitious materials and is therefore not considered to be a defective condition.
8. Defects resulting from the use of other manufacturers' products.

TRANSFERABILITY:

This Limited Warranty extends ONLY to the original customer/end-user (defined as property owner – owner of the premises/unit owner in which the products are installed) for sales made ONLY in the United States and Canada and is not transferable or assignable, unless otherwise prohibited by specific state or provincial law.

RESOLUTION:

TRUGARD SYSTEMS, LLC will, at its option, compensate or replace any faulty product, including shipping, for the lifetime of the original product installation which proves defective due to faulty manufacturing of Products. This warranty also covers immediate consequential damage to property and only in the immediate area of the damage for a limited period of 10 years. Attached property is limited to tile work and structure to which Trugard Drain was attached only.

If the Products fail to meet this warranty, TRUGARD SYSTEMS, LLC, at its election, may choose to:

- a) re-install or replace the failed portion of the tile assembly or,
- b) pay an amount not to exceed the original square foot cost of the installation of the tile assembly shown to be defective. Tile assembly is defined and limited to include damaged immediate TRUGARD® Products, non-reusable tile surfaces, and the appropriate setting and grouting materials.

Due to conditions beyond the control of TRUGARD SYSTEMS, LLC, said Company cannot guarantee or warrant an exact match to the specific tile, stone, or other covering materials used in the installation. In such events, at TRUGARD SYSTEMS' election, substantially similar materials may be substituted.

The warranty is also subject to all of the following conditions:

1. The damage must be both discovered and reported to TRUGARD SYSTEMS immediately upon discovery to minimize further damage.
2. The Product installation must be flood leak tested before application of ceramic tile or stone is installed or TRUGARD SYSTEMS shall not be liable. Proof of a shower leak test must be provided when leak claims are made.
3. TRUGARD SYSTEMS, LLC shall not be financially responsible to replace all the tile in a shower in order to provide exact cosmetic matching of tiles that may need to be replaced.
4. Any subsequent or consequential damage to the structure, outside of the immediate product area, and or any and all personal property damaged, shall fall under the property owners or homeowners insurance responsibility.
5. The warranty payment shall be the exclusive remedy and the customer shall have no other remedy, whether at law or in equity.

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. TRUCO SOLUTIONS, LLC EXCLUDES AND SHALL NOT HAVE ANY LIABILITY FOR LOST PROFITS, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED TO FAILURE OF THE PRODUCTS OR TILE ASSEMBLY OF WHICH THEY ARE PART, REGARDLESS OF ANY STRICT LIABILITY, NOR FROM ACTS OF WAR, TERRORISM, FAULTY AND NEGLIGENT PENETRATION OF THE SYSTEM, FIRES, EXPLOSIONS, ACTS OF GOD, OR ANY LOSSES DUE TO STRUCTURAL FAILURE, DELAYS OR OTHER CAUSES UNRELATED TO THE PRODUCTS.

This warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other such representations made by or on behalf of TRUGARD SYSTEMS, LLC relative to the Products or the application of the Products.

HOW TO MAKE A CLAIM ON THIS LIMITED WARRANTY:

To make a claim under this Limited Warranty, the owner must provide TRUGARD SYSTEMS LLC with written notice no later than 30 days of any alleged defect, including a brief description of the problem and photographs, preferably in digital format for the Products covered by this Limited Warranty, together with date and proof of purchase of the Products, proof of the costs of the original installation and name and address of all installers. Failing to provide the above information shall void the warranty and this Limited Warranty shall be of no legal effect.

TRUGARD SYSTEMS, LLC reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failure and defect prior to any repair.

Send claim information via e-mail to:

TRUGARD SYSTEMS, LLC
Support@trugarddirect.com
892 Van Briggie Path
Sugar Hill, GA 30518
1-800-427-3450