

PORCELANOSA® FACADES

Ten Year Standard Limited Warranty Wall Panel System and Finish

Application	Products
Exterior cladding	Butech and Urbatek Wall Panels and Finish
L-shaped Brackets	L-shaped extruded Aluminum 6005A T6
Profiles	Extruded aluminum profiles 6005A T6
Fixing clips	Stainless steel fixing clips AISI304/316
Anchors and screws	Stainless steel screws regarding to project
Construction adhesive	p-404

LIMITED WARRANTY

Porcelanosa in the United States of America and Canada ("Porcelanosa") hereby warrants to the original buyer ("Buyer") that Porcelain Wall Panels and System ("System") sold by Porcelanosa in the United States of America and Canada (see exclusions), complies with the international standards of ISO 13006: 2012, as well as the performance specifications of ANSI A137.1 - 2012, along with ICC 2015 requirements. Porcelanosa further warrants that the System as delivered, will be reasonably free of defects in materials and workmanship, and when properly handled, stored, maintained and installed, will conform, within industry-accepted tolerances, to applicable manufacturing specifications, and maintain mechanical qualities, water tightness and frost resistance, when system is installed in accordance with Porcelanosa's latest, published installation instructions.

Subject to the conditions and limitations stated below, Porcelanosa warrants that the products and finish listed on this document that comprise the System will be free from manufacturing defects and will not break down or deteriorate under normal usage for the ten (10) years when installed for the standard application, in accordance with the Porcelanosa Porcelain Wall Panel System installation instructions and local industry standard guidelines. For this limited warranty to apply, the applications that comprise the installation must be performed with the products listed in this document for each applicant (refer to chart).

This warranty is applicable to installations only in the United States of America and Canada (see exclusions). This warranty obligation only applies to a System that becomes structurally unfit due to mismanufacture by Porcelanosa. This limited warranty shall commence upon date of system purchase (regardless of installation date).

DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH ABOVE, PORCELANOSA MAKES NO WARRANTIES EXPRESS OR IMPLIED REGARDING ITS PRODUCTS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCLUSIONS

The following are specifically excluded from coverage under this warranty:

1. Structural failure or failure arising from incorrect design of structure, movement of building materials to which System is attached or installed, building compression/settlement/vibration (or sagging or warping in association therewith) or noncompliance to design specifications, shop drawings as provided, or to any local building codes.
2. Damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disasters,
3. Damages caused by physical abuse, acts of war, vermin or insect infestation or other chemical or biological factors.
4. Resulting from unforeseen circumstances; acts of negligence, or product misuse or abuse; unreasonable use or failure to provide reasonable and necessary maintenance; failure to comply with Porcelanosa technical data sheets and other written instructions, applicable building codes and regulations, and standard industry practices;
5. Variations of color, shade or texture from those shown on samples, product packaging or any other marketing materials; changes

in color or fading resulting from direct exposure to sunlight or partial exposure to a light source;

6. Normal wear and tear resulting from usage and cracking due to structural movement of the building in which the System is installed, excessive deflection or other failure of the substrate.
7. Any changes made to the System, not previously approved by Porcelanosa, including but not limited to, penetrations, inserts, field cuts, miters or kerfs, finishing/coating, or any improper use of the system.
8. Kerf/s made at the jobsite that have not been made with the recommended kerf saw cutting machine officially approved for its use by PORCELANOSA.
9. Moisture or water intrusion into structure as well as failure of the System arising from moisture/water intrusion in any part of the building envelope. Failure or defect caused by the System becoming overly dry such as may result by placement of System directly facing air vents or radiant heat source;
10. Growth of mold or other microbial growth.
11. Projects installed and located in the Yukon and Northwest Territories, and Nunavut in Canada.

NO ASSIGNMENT

This limited warranty is not transferable or assignable.

EXCLUSIVE REMEDY

As the sole and exclusive remedy for a breach of this limited warranty, **Porcelanosa** will pay for the replacement of the System (which shall consist of its own products and replacement of finishing materials, as well as for the replacement installation), but **Porcelanosa** will not pay more for the replacement, calculated on a square-foot (or square-meter) basis, than the original purchase price of the portion being replaced. **Porcelanosa** will not pay for replacement of any portion of the installation that is not proven to be defective. In no event, whether in contract, tort (including negligence), strict liability or otherwise, will Porcelanosa be liable for special, indirect, incidental or consequential damages, including but not limited to gross profits, loss of property value or loss of use of property.

In the event that the sole and exclusive remedy described above fails of its essential purpose, the liability of **Porcelanosa** is limited to the monetary value, on a square-foot (or square-meter) basis, of the original purchase price of the portion of the System being replaced following one (1) year from purchase of the System, the depreciated retail

cost shall be deemed to be the original purchase price at which the original customer purchased the System; during the 2nd year through the 10th year, the depreciated retail cost shall be reduced at the rate of 5% per year and claims shall be paid out in accordance to this depreciation scale.

HOW TO MAKE A CLAIM

To make a claim under this limited warranty, Buyer must notify **Porcelanosa** in writing within thirty (30) days of the discovery of the alleged manufacturing defect. As a condition of this limited warranty, Buyer will be required to provide proof of product purchase and use.

Address your claim to:

Porcelanosa Corporate Office

600 NJ-17, Ramsey, NJ 07446 Phone: (201) 995-1310
Fax (201) 783-9922

info@porcelanosa-usa.com

LEGAL ACTION:

Any legal proceeding, action or suit against Porcelanosa relating to this limited warranty shall be barred if not initiated within one (1) year of the date Buyer discovered or should have reasonably discovered product non-conformity of the System with this limited warranty.

Data Sheets/Information instructions and guidelines are subject to change without notice. For latest revision, check our website at <http://www.porcelanosa-usa.com/products/building-solutions/exterior-facades/porcelain-ventilated-facades.html>