



Mer-Krete Systems™

LIMITED 15-YEAR WARRANTY

Fracture-Guard 5000

Mer-Krete Systems, Inc. warrants Fracture-Guard 5000 when used with a Mer-Krete Latex Thin-Set Mortar to be free of manufacturing defects and that it will not degrade, lose bond or deteriorate for a period of Fifteen (15) Years from the date of purchase when installed over the following **Maxxon® Products: Gyp-Crete 2000®/ 3.2K®, Thermo-Floor®, Dura-Cap®, Commercial Topping®, Level-Right®, Level-Right Plus®, Level-Right WearTop®, Rapid Floor Plus®, Rapid Radiant®, Rapid Floor Ultra® and Ortecrete® Floor Underlayments; Acousti-Mat® II, Enkasonic® and Acoustic-Mat® 3.** Installation of all Maxxon floor underlayments must be performed by an authorized Maxxon applicator to obtain this Mer-Krete System warranty. Underlayment materials are covered under Maxxon warranties only and are not included in the Mer-Krete Systems warranty. The warranty term for installations in which a Mer-Krete Latex Thin-Set Mortar is not used shall be for a period of Ten (10) Years.

This warranty is in lieu of any and all other warranties, expressed or implied and there are no other warranties, expressed or implied, beyond this written warranty.

In the event of a verified claim, the sole remedy shall be the repair of the specific areas proven to be defective. The best method of repair and materials to be used shall be determined solely by Mer-Krete Systems, Inc. This warranty covers both labor and material up to the total amount of Mer-Krete Systems' materials purchased. Claims proven not to be the fault of Mer-Krete Systems or Maxxon are subject to a service charge including travel and other related costs. Since tile and natural stone are subject to variances in color, Mer-Krete Systems cannot guarantee an exact color match. This warranty shall be subject to all the above terms and the following requirements:

- 1) The installation must be performed in strict accordance with manufacturer's printed specifications, application instructions and applicable industry standards.
- 2) Maxxon materials must be installed in strict accordance with Maxxon's specifications and by one of their approved applicators.
- 3) This warranty does not cover cracking caused by either soil or structural movement, excessive deflection, vertical displacement and substrate cracks over 1/8" in width.
- 4) Mer-Krete Systems, Inc. is not liable for any consequential damages, including loss of use incurred by the purchaser or any other party.
- 5) All materials and installation methods shall be in accordance with local building codes and the most current TCA handbook.

*** Mer-Krete Fracture-Guard 5000 Meets the Requirements of ANSI A-118.12 Heavy Duty**

MER-KRETE SYSTEMS IS A DIVISION OF MER-KOTE PRODUCTS, INC.

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