

# Dealer Cabinetry LLC

Address: 202 N Georgia Ave, Bremen, GA 30110, USA

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## LIMITED WARRANTY

We warrants to its immediate and direct Purchaser, and no other person, that STANDARD GRADE FIRST CHOICE QUALITY products will be free from defect for a period of **one-year** from date of purchase. This warranty only applies to installations made by licensed tile contractors. Defect is defined as a shortfall in the product to perform to specifications as disclosed in product literature, within industry allowable tolerances as set forth by the Tile Council of North America (TCNA), the American National Standard Institute (ANSI). This warranty is the sole warranty provided by us to its direct Purchasers and replaces any statutory warranties to the maximum extent allowable by law. It is the direct Purchaser's responsibility to inspect all product prior to installation. Visual defects or nonconformities reasonably apparent, that direct Purchaser should know of voids this warranty as installation is deemed acceptance of product.

THIS WARRANTY COVERS ONLY THE FOLLOWING:

1. Immediate and direct purchases with an invoice.
2. Immediate and direct purchases of FIRST QUALITY products paid for in full, with our invoice.
3. Performance only and not installation of product.
4. Products installed by licensed tile contractors.

## WHAT WILL WE DO?

In the event of a defect in the product, We will replace the defective product with product of equal value. If we cannot replace the product or such replacement is not commercially practicable, we may, at its option, refund the purchase price as reflected in the original invoice. Labor charges for the removal of product or installation of replacement product are specifically excluded from this warranty. In no event shall us be responsible or liable in contract or tort for any special, indirect or consequential damages, for loss of use, or for injury or damage caused to persons or property by reason of improper installation, maintenance, or use of the product. This limited warranty shall constitute the sole and full extent of our liability and replaces any and all other written or oral representations regarding the warranty of its

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products. A waiver by us of any term, condition, or obligation under this limited warranty shall not constitute a continuing waiver of any such term, condition, or obligation or a waiver of any other term, condition, or obligation under this limited warranty.

## LIMITATION OF LIABILITY

If a defect in materials is discovered within the one-year period and a remedy is not available, the liability of us under any theory of liability, whether contract, tort, strict liability, or otherwise, shall be solely and exclusively limited to the replacement of defective goods F.O.B. our facility or, at our option, refund of the purchase price of such defective goods to the extent of this warranty.

## DISCLAIMER

Tile is subject to variation in technical specifications, including COF, due to inherent variability in the raw materials and production process. Express technical specifications are not guarantees of minimum or maximum thresholds of performance. Unless specifically stated otherwise, tile recommended for floor or wall applications refers to interior applications only. We do not recommend its products for use on ceilings or roofs. Local building codes may dictate minimum tile performance specifications. We do not warrant product installations that violate building codes. Photographic color images may not be an exact product match. Buyer is to verify color, shade, caliber and texture with current and available stock prior to purchase or installation. Installation constitutes acceptance. Polished porcelain tile and glazed polished porcelain tile must be sealed prior to grouting and the grout color must match the predominant color of the tile.

## IMPLIED WARRANTIES LIMITED IN DURATION

Any implied warranty applicable to the product sale, including the implied warranty of merchant-ability or the implied warranty of fitness for a particular purpose is limited in duration to the duration of this written warranty or the maximum statutory period, whichever is less. Some states do not allow limitations on implied warranty duration, so the above limitation may not apply to you. The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this warranty supplements and supersedes federal and state consumer goods warranty protections thus limitations in the duration.

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# IMPLIED WARRANTY OF FITNESS OF A PARTICULAR PRODUCT

We may provide information in its product literature with regard to appropriate tile and stone applications. In these specified applications, We limits the duration of the implied warranty of fitness for a particular purpose to one-year or the maximum statutory period prescribed by law which ever is less. Failure to comply with recommended applications voids this warranty.

## EXLUSIONS FROM WARRANTY

Certain factors are beyond our control, including installation of our products by others, building structural design or construction conditions, and environmental conditions. This warranty excludes any problems or occurrences caused or arising from any of the following, but are not limited to:

- Improper Installs or Improper Handling
- Improper Outdoor and Commercial Use
- Negligence or Chemical Abuse and Wear
- Color Variation From Website Samples
- Extremely Wet and Dry Temeratures
- Variations Between Field and Trim
- Installation By The Unlicensed
- Any Removal Labor Charges
- Incorrect Size and Color
- Grout Related Issues

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IN NO EVENT SHALL OUR LIABILITY UNDER ANY CLAIM MADE BY PURCHASER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. We disclaims all express warranties not contained in this warranty. No agent, employee, or representative of us or any installer, dealer, agent, builder, designer, or the manufacturer has any authority to alter or modify this covered warranty.