

LIMITED WARRANTY

Megatrade warrants that its first choice ceramic tile is manufactured according to ANSI A137.1-1988 and meets or exceeds these requirements. If a tile is proven to contain a manufacturing defect, Megatrade will supply, free of charge, material of compatible color and shade as determined by Megatrade.

Labor charges are expressly excluded from this warranty. Megatrade makes no warranty as to the suitability of its tile for a particular installation. Megatrade does not warrant that its glazed ceramic or porcelain tile will not scratch, chip or show signs of wear.

Megatrade must be notified of any claims or defects as soon as reasonably possible. Claims concerning shade, appearance, caliber, finish or obvious defects in first choice production must be communicated before the tile is installed. No claims will be accepted for tile already installed or for defects in other than first choice material.

Megatrade specifically excludes liability for consequential or incidental damages, except where exclusion of consequential damage is not permitted by state law.

This limited warranty shall constitute the full extent of Megatrade's liability and is in place of all other warranties, express or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.